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LONDON, JANUARY 27, 1894.

CURRENT TOPICS.

IT IS UNDERSTOOD that the Master of the Rolls will resume his duties in Court of Appeal No. 1 on Tuesday, the 30th inst., and that the cases from the New Trial Paper will then be heard.

ON THURSDAY, the 25th inst., the hearing of Queen's Bench final appeals was commenced in Court of Appeal No. 2. It will be observed that all the cases taken in that division are those with uneven numbers, leaving those with even numbers to be heard by the other division of the court.

MR. JUSTICE NORTH, who, during last week and the present week, has been trying witness actions from the selected list, announced on Thursday that he intends next week, and probably for several weeks afterwards, to continue the trial of witness actions, taking the actions in his own list, and devoting three days in each week—that is, Tuesday, Wednesday, and Thursday—to that class of business. Up to Thursday afternoon four actions from the selected list had been disposed of by his lordship, but some of them had been settled by agreement between the parties before the trial was concluded. In one of these cases the trial had lasted for four days before the compromise was effected.

IT SEEMS that the new provision of ord. 31, r. 2, is already bearing its promised fruit, increased profits to solicitors, which they do not desire; increased cost to the suitors, which they do not deserve. A correspondent informs us that in a recent case he found it necessary to instruct the counsel who had prepared certain interrogatories to support them before the master, who at first demurred to allowing the costs of attendance of counsel. He was thereupon reminded that under the old practice, when the interrogatories were settled by the judge, the summons was invariably attended by counsel. This argument was effectual, for, after the point had been discussed with the other masters, a certificate for counsel was given, with an intimation that the old practice of allowing counsel would be followed. Our correspondent not unnaturally points to this as evidence that the new rule has materially increased the costs of each side in an action in the High Court.

WE PRINT elsewhere a direction which has been signed by the several judges of the Chancery Division directing that all applications dealing with funds lodged in court under the Trustee Act, 1893, or the repealed Trustee Relief Acts shall in ordinary cases be served upon the trustees making the lodgment and the persons named in their affidavit as interested in or entitled to the money or securities. This direction is required by reason of the language of ord. 54B, r. 4 (2) (*c*), which provides that service of any application in respect of the money or securities shall be made on such persons as the court or judge may direct. In commenting on the general body of Rules under the Trustee Act (*ante*, p. 108), we suggested that the provisions of the old practice as contained in the Chancery Funds Amended Orders, 1874, rr. 7, 8 (repealed by ord. 54B, r. 6), would probably be followed. We are glad to find that the judges have adopted that view. We should have thought that the rules might have made the provision in the first instance without the necessity for supplementing them by a direction of the judges. But it is a great thing, whatever way arrived at, to have got rid of the necessity for special directions in each case, as would have been required if the rule stood alone.

THE PROCEEDINGS which are likely to follow upon the arrest of JABEZ SPENCER BALFOUR must remain a matter of specu-

lation until definite information is procured as to the contents of the Extradition Treaty supposed to have been recently concluded between Great Britain and Argentina. Apart from treaty, the extradition might take place by virtue of international law and the comity of nations. Numerous writers—GROTIUS, VATTEL, KENT, and others—lay it down that it is the duty of the nation with which a criminal has taken refuge either itself to punish him or to deliver him up to his own country, and convenience obviously points to the latter course. In accordance with this principle AGUELLES, the governor of a district in Cuba, who fraudulently represented that a number of liberated slaves had died of small pox, whereas, in fact, he sold them into slavery again and fled to New York with the proceeds, was in 1864 given up by the United States Government to Spain, as a purely executive act and not under treaty. Mr. SEWARD justifies this as being done "in virtue of the law of nations and the Constitution of the United States," and proceedings which were taken to condemn the act as a violation of the Constitution, and in derogation of the right of asylum, came to nothing (see Clarke on Extradition, 2nd ed., p. 70). Lord COKE, on the other hand (Third Inst., p. 180), boldly declares "that divided kingdoms under several kings, in league with one another, are sanctuaries for servants or subjects flying for safety from one kingdom to another; and, upon demand made by them, are not, by the laws and liberties of kingdoms, to be delivered." This, he says, "is holden, and so it hath been resolved"; but it seems to be unknown what authority, if any, he had for the statement, and in the last century judicial opinion was in favour of recognizing the duty of extradition. "The Government," it was said in *East India Co.* v. *Campbell* (1 Ves. sen. 246), "may send a prisoner to answer for a crime wherever committed, that he may not involve his country, and to prevent reprisals." In the present century, on the contrary, the English Government and its law officers have acted on the principle that, in the absence of an Act of Parliament, there is no authority to detain or deliver up persons charged with offences against a foreign State (Forsyth's Cases and Opinions on Constitutional Law, 341; Clarke on Extradition, 110), and hence it came to be the settled practice to make even a treaty for extradition dependent on special ratification by the Legislature, a state of things which was productive of much inconvenience, and which was altered by the general provisions of the Extradition Act, 1870. Under the circumstances, Great Britain can hardly expect other nations to act upon a principle of international law which she does not accept herself, and to give up suspected persons in the absence of treaty; but a foreign nation which does so give them up merely adopts the correct view of international duty, and when the surrender is facilitated by treaty, there seems to be no reason why the treaty should not be retrospective in its operation.

OUR CORRESPONDENTS "M." and "T.," whose letters will be found *ante*, pp. 166 and 183, deal with a point which is necessarily receiving considerable attention just now in judges chambers. "M." observes truly that the Married Women's Property Act, 1893, applies only to contracts entered into since the 5th of December, 1893, though he does not appear to see the bearing of that fact upon the question he raises—viz., whether it is still necessary under order 14 to allege free separate property and prove its existence where a married woman is being sued. "T." is clearly of opinion that it is still necessary, and though he does not say so, we presume he is referring only to cases where the contract was entered into prior to the Married Women's Property Act, 1893. The question created by the passing of that Act is of a twofold character. On the one hand there is the question of law, and on the other the question of practice. The law, as laid down in a number of well-known cases, has been that unless at the date of the contract a married woman had separate property free from restraint against anticipation, she is not bound. The Married Women's Property Act, 1893, overrules these cases and makes the contract binding whether she had separate property or not at the time she entered into it. Up to the passing of that Act the cases to which we referred are binding; after that date they cease to affect contracts by married women. There must be a dividing line somewhere, and in this matter the 5th of December, 1893, is the day on which the anomalous and unjust law with regard to married women's contracts ceased and was replaced by a better one. On the other hand there is the practice, on this point, which must be in accordance with the law. There is a difference, however, between the two, because while there is no discretion as to the law, there is some discretion as to enforcing mere practice requirements. If a question of law, for example, is raised under order 14 there is no power to overrule it summarily. Leave to defend must be given (*Electric, &c., Corporation* v. *Thomson-Houston & Co.*, 10 Times Rep. 103). If, however, a technical point of practice is raised, there is discretionary power to prevent its arresting proceedings under order 14. If, for instance, the point is raised that the special indorsement is defective by reason of some claim being included which is not within ord. 3, r. 6, the new sub-section (*b*) to ord. 14, r. 1, gives the master power there and then to strike it out. We may add, moreover, that a tendency is manifesting itself in chambers to go a step further with regard to claims against married women. Until quite recently an objection to a special indorsement that it contained no allegation of free separate property was fatal. But we are informed that in a case of *Atkins* v. *Bernstein* (GRANTHAM, J., in chambers, Jan. 18, 1894) the judge held that, so long as the affidavit proved separate property, the mere fact that the indorsement of the writ did not allege it could not be allowed to prevent summary judgment being given. The mere fact that the Married Women's Property Act, 1893, does away with the necessity of either alleging or proving the possession of free separate property in the case of contracts entered into since its date creates a strong desire on the part of those who administer the law to overrule, as far as possible, technical objections based upon a crop of moribund cases interpreting the law prior to its date. Technical objections, therefore, such as those to which our correspondents refer, are becoming less formidable every day.

AS TO ORIGINATING summonses on the Queen's Bench side a correspondent writes: "The R. S. C. of November, 1893, dealing with the practice and procedure as to originating summonses have received such a severe and exhaustive threshing out of adverse criticism that on the Queen's Bench side a sort of informal parley has been blown, and (so far as can be ascertained) it seems to be optional with the practitioner to proceed at his own risk either under the old method of originating procedure or the complicated new one laid down by the rules. Both the profession and the officials realize that the rules issued on the subject are very ill-adapted to the greater simplicity, rapidity, and economy requisite in common law business as compared with chancery matters; and in view of a probable revision of the rules it appears opportune to consider the points necessary to be dealt with in framing working regulations on the subject with the least possible disturbance of existing procedure, and with the application of as many existing rules as appear adaptable. The following suggestions (limited to the common law side) are offered:—

"(1) Every summons commencing proceedings or initiating any application in chambers without a writ of summons to be an originating summons (ord. 71, r. 1).

"(2) To be issued in the Writ Department, Central Office, like a writ of summons, and there receive a reference number. Subsequent proceedings to bear the same reference. To bear a 10s. stamp, and to be in force as long as, and to be renewable as, a writ of summons on similar fee. The 10s. fee to include order made thereon [or not]. The originating summons to be in the form of an ordinary summons, with a footnote as to the effects of non-appearance (or non-representation by a solicitor) on the return day.

"(3) After issue, a return day of not less than seven clear days from the date of service to be obtained in the Summons Department and the appointment listed (no copy summons to be left there or fee paid).

"(4) Summonses subsequent to the originating summons to have a two days return, to bear a 3s. stamp, to be issued in the Summons Department, and any order thereon to bear a 5s. order fee.

"(5) A copy of every order made on an originating summons, or on any application subsequent thereto, to be officially recorded as directed by Practice Masters' Rules, C, No. 20, but the official copy to pass through the Writ Office for noting into the cause book.

"(6) Personal service of originating summons to be effected where practicable; when not so effected service upon a person resident at or belonging to the respondent's residence or place of business to be deemed

good service (by analogy to ord. 67, r. 2), or such other evidence of service given as the judge or master may require, ord. 54, r. 5; or substituted service may be ordered as the judge or master may direct. The service effected to be indorsed on the summons as upon a writ.

"(7) No memorandum of appearance to be entered by any respondent to an originating summons on the Queen's Bench side; but in case of non-appearance or non-representation (pursuant to the notice *ante* (2)) at the foot of the originating summons, the judge or master (being satisfied with the service effected) may make an order in the terms of the summons or such other order as may seem just; a copy of such order to be sent by the applicant on the day following the one upon which the order is made by registered post letter, addressed to every respondent at his residence or place of business, or any other address to be named by the judge or master on the making of the order, with power to the judge or master to delay the operation of the order for a specified time after the making thereof, or after the publication of an advertisement thereof."

It will be noted that the only new departure would arise from the absence of any rule as to the method of effecting service of an originating summons, and from there being no recorded address for service of the respondent, in the absence of a memorandum of appearance."

THE COURT of Appeal (LINDLEY, KAY, and A. L. SMITH, L.JJ.) have affirmed the decision of ROMER, J., in *Thorne* v. *Heard*, a case of some interest on the operation of section 8 of the Trustee Act, 1888, permitting trustees to plead the Statute of Limitations. HEARD and MARSH were first mortgagees of certain property for £1,000; THORNE was second mortgagee for £333; SEARLE, a solicitor, was third mortgagee for £375. In January, 1878, the first mortgagees sold the property under the power of sale contained in their mortgage deed for £1,700, and employed SEARLE as their solicitor in the matter. He received the £1,700, paid them £1,000, and accounted for the rest by handing to them a receipt for £333, purporting to be signed by THORNE, and a receipt for the balance signed by himself. In fact the £333 was not paid to THORNE, but was appropriated by SEARLE to his own use, and he continued to pay interest to THORNE, as he had done previously when the security was existing. This went on till August, 1892, when SEARLE was adjudicated a bankrupt. Thereupon THORNE discovered that the property had been sold by the first mortgagees, and he brought an action to make them account to him for the surplus proceeds of sale. In any case a first mortgagee is a trustee of the proceeds of sale for the mortgagor and persons claiming through him; an express trustee when the power of sale declares that the surplus proceeds shall be held upon trust, a constructive trustee when there is no such declaration (*Banner* v. *Berridge*, 29 W. R. 844, 18 Ch. D. 254). In the present case the first mortgagees were treated as express trustees, and apparently the power of sale contained this declaration. Apart from the Trustee Act, 1888, therefore, they could not set up the statute. Under section 8 of the Act, however, they could do so, and time ran from the commission of the breach of trust—that is, from 1878, when they failed to account to the plaintiff, unless, on special grounds, the statute was excluded. Such special grounds, it was alleged, were to be found in the fraud of SEARLE, and in the fact that he was the agent of the defendants in receiving the proceeds of sale. Section 8, it will be remembered, expressly excludes from the benefit of the Statute of Limitations cases where the claim is founded on a fraud to to which the trustee was a party or privy, or is to recover trust property still retained by the trustee. But the Court of Appeal held that the trustees could not be said to be parties to SEARLE's fraud simply because he was their solicitor and had succeeded in deceiving them; nor could they be said, on the ground of his agency, to retain property which he had misappropriated. And, further, although on general grounds the statute does not run in cases of concealed fraud until discovery of the fraud, this is only when the fraud is itself a part of the cause of action. Here the failure to account to the second mortgagee, which was the cause of action, was prior to the fraudulent misappropriation by SEARLE. The general result of the case is to shew that trustees will not be deprived of their right to plead the statute on the ground of the misconduct of their agents.

ASSUMING THAT a local authority exercise their powers *bonâ fide* in selecting a site for a urinal and take care that it is no nuisance, can the court override their discretion as to the choice of a site? In *Pethick* v. *Mayor of Plymouth* (reported elsewhere) CHITTY, J., seemed to shrink from answering this question directly in the negative, but the whole tone and reasoning of his judgment points to that conclusion, which had already been arrived at by the late Master of the Rolls in the case of *Mason* v. *The Wallasey Local Board*. In that case, which is fully reported in the *Times* newspaper for the 9th of December, 1876, an hotel proprietor sought an injunction to restrain the local board from erecting a public convenience opposite his hotel, in accordance with plans sanctioned by the board; but JESSEL, M.R., said "the English were too squeamish about these matters, and there were few towns on the Continent which were not better provided with accommodation of that sort than London. In order to succeed on a motion for an interlocutory injunction, the plaintiff must shew that the local board were exceeding their statutory powers or actuated by some improper motive. The words 'proper and convenient' were used relatively, and meant proper and convenient with regard to the requirements of the public. Such an erection might be proper and convenient in a certain place, either because that was the best place to erect it in or because there was no other place to erect it in. The board's duty was to find out, first, what were the requirements of the public, and, secondly, a convenient place for satisfying them. The local body could do that better than a judge. In conferring those powers on local boards the Legislature assumed they would be exercised *bonâ fide*, and it was not for the court to take the decision of these questions upon itself and paralyze the action of the local board in the meantime, unless there was evidence of improper motives." Possibly when the betterment principle is adopted, and county councils succeed in sharing the unearned increment of the rise in property, due to one class of local improvements, a corresponding "worsement" principle will be introduced, to compensate owners for the undeserved "decrement" due to another class of improvements. Until that time comes owners must set off one against the other for themselves and be thankful.

SERVICE OF ORIGINATING SUMMONS OUT OF THE JURISDICTION.

SPEAKING metaphorically, a cause of action has arisen between the English public and the Rule Committee of Her Majesty's Judges. The public put forward a demand for a certain commodity, and the Rule Committee agreed to supply it, and indeed did supply it at a certain cost which the public raised no objection to paying. There was actual "delivery of the goods," but immediately after delivery the Rule Committee withdrew the commodity supplied. Although they did this, however, they exacted, and are exacting, payment of the cost at which the article was supplied. To be more explicit, the public in England, especially the legal public, asked the judges to remove the inconvenience which was widely felt on account of the absence of any authorization of service of originating process other than writs of summons out of the jurisdiction. The judges, after deliberation, decided that the demand was one which ought to be conceded, and they made rules conceding it, and, as we have previously pointed out (*ante*, pp. 178, 180), they were compelled in conceding this demand to make procedure by originating summons a little more dilatory and a little more expensive. That was the necessary cost of the convenience demanded. When the Rule Committee, by their annulling rule (10th January, 1894) withdrew the right they had conceded to serve originating summonses, &c., out of the jurisdiction, they omitted to return the purchasing consideration exacted for that convenience. They could have done this by annulling those rules which increased the trouble and expense of proceeding by originating summons for the purpose of making them servable out of the jurisdiction. They have been urged to take this course, and in common justice they would be bound to do so if there were no alternative course open to them. It matters not how small is the increase of expense and delay. There ought to be no increase whatever, either of expense or delay, without good cause, and the Rule Committee would, as we have said, be

absolutely bound to rescind their recent rules as to originating summonses if the only question were—to speak metaphorically once more—that of restoring purchase-money paid for an article not supplied.

But there is something beyond this to be considered. The original cause of all that has happened was the public demand, which arose for the creation of facilities for service of originating summons, notice of judgment, and other process out of the jurisdiction, subject, of course, to proper restrictions and safeguards. That demand is as strong to-day as it was last year, when the judges determined to concede it, and we are entirely at a loss to comprehend why the extended right to serve out of the jurisdiction has been withdrawn in the way it has been. It is not as if the annulling rule of the 10th of January, 1894, were a provisional rule merely. It contains no words to that effect, nor anything to shew that it is not the final decision of the Rule Committee on this point. We will not do them the injustice to suppose that when they framed their rules giving leave to serve originating summonses out of the jurisdiction on British subjects, and notice thereof on foreigners, they had not carefully considered the rights of foreign and colonial courts. We are confident that they fully weighed such questions, and that the order 11 of November, 1893, was the result of careful deliberation. We may go further, and express our confidence in the soundness and legality, from an international point of view, of the rules which the judges made and published. It is this very feeling of confidence in the deliberate act of the Rule Committee in making and promulgating the rules of November, 1893—among them the new order 11 (service out of the jurisdiction)—which makes it so difficult to comprehend the hasty and sweeping retreat signified in the annulling rule of the 10th of January, 1894. The only objections with which the new order 11 was met came from Scotland, and, possibly, from Ireland. Those objections may have been valid, and it may have become desirable to reconsider the matter so far as order 11 affected Scotland and Ireland. The courts of those two countries stand in a different position as regards the English Supreme Court from those of any colony or foreign country. Questions of concurrent jurisdiction arise with regard to them which do not arise elsewhere. So that if the order in question had been suspended so far as it affected Scotland and Ireland no one would have had any reason to complain.

We have no desire to exaggerate the importance of this matter, but having regard to the fact that the position as it stands at present is obviously one with which the Rule Committee must further deal, we venture to suggest that the requirements of English litigants should be a governing consideration, and that it would be much more satisfactory to them to have the extended facilities for service out of the jurisdiction restored to them, even though Scotland and Ireland were excluded, than to have those consequent rules annulled which represent the necessary price they had to pay in order to obtain those facilities.

JURISDICTION AS TO COSTS.

I.

The important revolution in the law of costs effected by the Judicature Act, 1890, has only recently been brought to light. Hitherto a general impression seems to have prevailed that this Act was comparatively unimportant, and that as to costs it merely put into the form of a statutory enactment rule 1 of order 65, as modified by the judicial decisions on the construction of this rule. The judges of the Court of Appeal have now told us that the object of the Legislature was to do something more than this, and to effect a radical change in the law.

It is proposed to examine this important alteration under three heads: (1) Whether any new jurisdiction is conferred? (2) Whether this new jurisdiction extends to "statutable" as well as to other proceedings? (3) By what limitations is the new jurisdiction defined? The first two heads will be at once discussed. The third head will be reserved for a subsequent article.

In order to properly appreciate the full effect of this change it is necessary to remind our readers of the state of the law before the Judicature Act, 1890. The Court of Appeal in *Re Mills' Estate* (1886, 35 W. R. 65, 34 Ch. D. 24) had held that the proper construction in ord. 65, r. 1, of the words "*all proceedings in the Supreme Court*" was not "every proceeding of any kind," but was restricted to "all proceedings in respect to which there is an existing jurisdiction as to costs." Without stopping now to examine the grounds of this decision, it is obvious that its effect was that this rule does not give the court a jurisdiction to make a suitor liable for costs which it did not before possess (see Annual Practice, 1894, pp. 149, 150, and pp. 1079 *et seq.*).

It should here be mentioned that the effect of this decision in *Re Mills' Estate* was not confined to the particular case but was of universal application, and, as appears from a learned opinion of a master of the Queen's Bench, cited by Huddleston, B., in *Reg.* v. *Parlby* (W. N., 1889, p. 190), extended even to cases of costs on the Crown side, in spite of a decision to the contrary by the Divisional Court in *Clark* v. *Alderbury Union* (1880, 29 W. R. 334, 6 Q. B. D. 139), which latter case was not, however, cited in *Re Mills' Estate*.

This emendation of the rules, which was established by *Re Mills' Estate*, necessarily bound judges of first instance, and was loyally followed by the Court of Appeal, and up to the date of the Judicature Act, 1890 (and, as will be seen, some years afterwards), formed the basis of all decisions on costs—that is, that the court had no jurisdiction to deal with costs where none previously existed.

The question, then, was, Did the Judicature Act, 1890, affect *Re Mills' Estate*? This was one of the questions considered by the Court of Appeal (for the first time) in the case of *The London County Council* v. *West Ham* (40 W. R. 662; 1892, 2 Q. B. 173), which involved a question of costs on the Crown side of the Queen's Bench Division. There were two points in this case which turned upon the construction of sections 4 and 5 of the Judicature Act, 1890. These sections are as follows:—

4. "Nothing in this Act shall alter the practice in any criminal cause or matter, or in bankruptcy, or in proceedings on the Crown side of the Queen's Bench Division."

5. "Subject to the Supreme Court of Judicature Acts, and the rules of court made thereunder, *and to the express provisions of any statute whether passed before or after the commencement of this Act*, the costs of and incident to all proceedings in the Supreme Court, including the administration of estates and trusts, shall be in the discretion of the court or judge, *and the court or judge shall have full power to determine by whom and to what extent such costs are to be paid*."

With regard to section 5 the words in italics are not in rule 1 of order 65, the first part of which is otherwise reproduced by this section.

The first point in *London County Council* v. *West Ham* was whether section 4 included costs or was overridden by section 5. The second point was, if it was overridden by section 5, whether section 5 conferred new jurisdiction or merely enacted ord. 65, r. 1.

The Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.) held that section 4 included costs, and therefore made costs on the Crown side an exception to section 5, but Lord Esher, M.R., and Lopes, L.J., appear also to have held that even if this construction of section 4 was wrong, yet section 5 had not altered the law in *Re Mills' Estate*, and therefore that, as before the Judicature Acts the court had no jurisdiction to deal with costs on the Crown side, so the Judicature Act, 1890, made no difference and no new jurisdiction was conferred. Lord Justice Fry, however, expressly reserved his opinion on the latter point, and intimated that, apart from section 4, a new jurisdiction may have been conferred by section 5.

This being the state of the law the case of *Re Fisher* (reported elsewhere; affirming Chitty, J., *ante*, p. 58; 1894, 1 Ch. 53) came up for decision. In this case trustees applied for payment out to them of certain moneys which had been paid in by the Commissioners of Sewers of the City of London under the local or special Act called the General Metropolitan Paving Act, 1817 (57 Geo. 3, c. xxix.). This special Act contained no provision for payment out, neither, of course, for costs of payment out. The trustees asked for costs, and as their case was, as regards this point, on all fours with *Re Mills' Estate*, although under a different Act, it may be assumed that, apart from the Judicature Act, 1890, the court would have held that it had no jurisdiction

to deal with costs, and the trustees would have had to pay their own costs of the petition and of payment out.

It was of course argued for the Commissioners that *London County Council* v. *West Ham* applied, but CHITTY, J., held that he was not precluded by the remarks of Lord ESHER and Lord Justice LOPES from deciding, and he did decide, that the Act did confer new jurisdiction, and that an Act which is silent as to costs is no exception to the enactment.

Two days before *Re Fisher* came before the Court of Appeal the judgments of Lord ESHER and LOPES and KAY, L.JJ., had been delivered in the case of *Reg.* v. *Justices of London* (10 T. L. R. 189), which was a case where a prohibition had been granted with costs, and the question to be decided was whether, when a prohibition is granted, the court has jurisdiction to give costs. The court held they had jurisdiction mainly on the ground that prohibition was a proceeding, not exclusively appertaining to the Crown side, and that the Courts of Chancery, Queen's Bench, Exchequer, and Common Pleas formerly had jurisdiction to grant prohibition with costs when there were no pleadings. KAY, L.J., however, in his judgment, gave other grounds, and in effect held that, if not within section 4, then section 5 gave jurisdiction. The following passage in his judgment is in point. "But it was decided in *Re Mills' Estate* that this order (order 65) was not intended to confer jurisdiction as to costs which did not exist before. For this reason the Judicature Act, 1890, was passed, section 5 of which embodies the terms of order 65, and no doubt enlarges the jurisdiction. But section 4 restricts the operation by excepting the Crown side of the Queen's Bench Division."

The result, then, is that FRY, LINDLEY, KAY, A. L. SMITH, L.JJ., and CHITTY, J., are of opinion that section 5 confers a new jurisdiction, while to the contrary are the *dicta* of Lord ESHER, M.R., and LOPES, L.J., in *London County Council* v. *West Ham*.

The conclusion under the first head having been established, namely, that the Judicature Act, 1890, s. 5, has conferred some new jurisdiction as to costs—it will now be shewn, what by no means necessarily follows, that this new jurisdiction has been conferred in proceedings under special statutes.

The old rule in Chancery was that in proceedings under statutes no costs can be awarded except such as are authorized by the particular Act (see *Re Charity Schools of St. Dunstan-in-the-West*, 1871, L. R. 12 Eq. 537). The principle upon which this rule was founded was that in acting under the provisions of a particular statute the judge was performing a particular duty imposed by such statute, and was not sitting in the Court of Chancery at all, and had no power to make any order as to costs (see *Re Isaac*, 1838, 4 Myl. & Cr. 11). The rule was afterwards extended to cases of special Acts which gave power to compulsorily purchase lands, but were dated before and not incorporated with the Lands Clauses Act, and which, though containing provisions for payment of costs in cases of reinvestment in the purchase of other lands, contained no such provision for payment out. In these proceedings the court ordered payment out in proper cases, but refused to deal with costs.

The obvious injustice of this rule was aggravated by the fact that the practice of the different courts was not uniform (see Morgan & Wurtzburg on Costs, p. 303), and, further, that the judges themselves in numerous cases, while following the practice, regretted that they felt obliged to do so, and even went so far as to say its application to such statutes was unsound in principle (see *Re Harrison's Estate*, 1870, L. R. 10 Eq. 532).

In this state of things the Judicature Acts, 1873 and 1875, were passed, and soon after *Garnett* v. *Bradley* (1878, 26 W. R. 698, 3 App. Cas. 944) was decided by the House of Lords, who held that the effect of the Acts and rules was to repeal all general enactments which were inconsistent with the provisions of rule 1 of order 55 (now order 65). A few years later the question whether this anomalous and unjust rule still prevailed came before JESSEL, M.R., in *Ex parte Mercers' Co.* (1879, 27 W. R. 424, 10 Ch. D. 481), a case under the Metropolitan Paving Act, 1817 (57 Geo. 3, c. xxix.)—the same Act as that in *Re Fisher*—and the learned judge held that the practical effect of *Garnett* v. *Bradley* was that, apart from the express provisions of any special statute to the contrary, the courts, by virtue of the Judicature Acts and Rules, had full power to deal with costs. This decision was frequently, and, in fact, universally, followed until, in 1886, a similar point arose before the Court of Appeal in *Re Mills' Estate*. In this case the court held, upon grounds which, on analysis are perhaps not quite conclusive, that Sir GEORGE JESSEL'S decision was wrong, and, as has been already pointed out, that the old rules restrictive of jurisdiction remained. Right or wrong, this decision was a retrograde step, and as a consequence reinflicted the hardship on persons whose land had been taken of having to get back the purchase-money at their own expense, although, if they had elected to reinvest in the purchase of other land, this much greater expense would have been paid for them.

As regards proceedings under special statutes which are silent as to costs it has now, therefore, been held by the Court of Appeal in *Re Fisher* that the court has jurisdiction by virtue of section 5 of the Judicature Act, 1890, and that such jurisdiction is only limited by "express" provisions in such statute, and the result of this decision is to effect an important modification in the law as laid down in the White Book (Annual Practice, 1894, p. 1082, "Act silent as to costs"). The case of *Re Fisher* was, as has been seen, a proceeding under a particular statute, but nevertheless the ground of the decision would, it is submitted, extend not only to all similar statutes which are not governed by the Lands Clauses Acts (*e.g.*, the statute in *Re Mills' Estate*), but to every statute of any kind where, either the statute is altogether silent, or where a particular proceeding is directed and such statute contains no provision as to costs—in short, that, subject to express provision to the contrary, the courts have now jurisdiction to deal with costs in all statutable proceedings.

REVIEWS.

THE LAW OF PARTNERSHIP.

A TREATISE OF THE LAW OF PARTNERSHIP. By the Right Hon. Sir NATHANIEL LINDLEY, Knt., Hon. LL.D. Edin., one of the Lords Justices of her Majesty's Court of Appeal. SIXTH EDITION. By WALTER B. LINDLEY, M.A. Oxon., of Lincoln's-inn, Esq., Barrister-at-Law. WITH AN APPENDIX ON THE LAW OF SCOTLAND, by J. CAMPBELL LORIMER, LL.B., Esq., Advocate. Sweet & Maxwell.

The chief interest of the present edition of this standard work lies in the incorporation of the Partnership Act, 1890. The Act is pronounced in the introduction to be decidedly useful, although "by no means a perfect measure, nor even so good as Parliament might have made it." No lawyer who has had occasion to consider the Act will dispute this opinion. The provisions of the Act are admirably summarized and criticized in this introduction. The chief change in the law which it effects—viz., the substitution of a charging order for a writ of execution on a separate judgment against a partner (section 23)—is probably due to the suggestion contained in previous editions of this work. It is fully discussed at pp. 362-365, where the questions likely to arise under it are carefully considered. We are bound to say, indeed, that throughout the book the provisions of the recent Act are dealt with and incorporated in a masterly way. The work now constitutes, as it ought to constitute, a treatise embodying the Act, and also completely supplying its imperfections, and no one should venture to consider that he understands the provisions of the Act in relation to the previous law until he has consulted the present edition. We are not, on principle, very partial to *quasi*-judicial treatises: the fact that moot points are likely to come before the author for decision is apt to paralyze his pen. But when, as in the present case, we have a non-judicial editor writing with the assistance, and subject to the revision, of a judicial author, the difficulty we have referred to ceases to operate to any considerable extent. There is certainly no lack of vigour, grasp, or definiteness in the mode in which the new matter is dealt with, and we think that both Mr. Walter B. Lindley, the editor, and the learned Lord Justice have rendered a great service to the profession by its publication.

LAW QUARTERLY REVIEW.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart. January, 1894. Stevens & Sons (Limited).

The *Law Quarterly Review* is doing good service in obtaining for English readers information as to the law and procedure of foreign countries. This number contains an elaborate account by Mr. H. A. D. Phillips of the German Code of Criminal Procedure, which

was passed on February 1, 1877, and came into force on October 1, 1879. The points which it is specially interesting to compare with English procedure are the preliminary investigation and the allowing of an appeal from conviction at the trial. No preliminary investigation takes place when a case is determined by a village court of assessors, and against such determination there is an appeal. An investigation may be ordered as to offences triable by the district courts, and it is compulsory when the case goes to the Courts of Assize or the Court of the Empire. Very full powers are conferred on the investigating magistrate to question the suspected persons, arrest or detain them, visit the spot, make domiciliary visits or seizures, hear witnesses, or direct expert operations. But he must be equally solicitous in ascertaining facts in favour of the accused as in getting evidence of the offence, and to secure this a certain amount of publicity is introduced into the proceedings, and the accused is allowed to have a defender, who may help him with his advice, though he cannot intervene in his examination or in that of the witnesses. In cases determined by courts higher than the village courts no appeal is now allowed, apparently on the ground that a court of appeal cannot, on the record before it, form so reliable an opinion upon the facts of the case as the court of first instance on the oral examination of the witnesses. In an article on "Modern Legislation in the United Kingdom" Mr. Francis E. Bradley describes the defects of recent statutes, and brings against them the charges of incompleteness, obscurity, want of uniformity, and interdependence. It is easier to find fault than in the present state of Parliament to suggest a practicable remedy. Laws must be made in a hurry or not at all, and this does not give much chance for excellence in form. The article by Mr. A. R. Butterworth on the *Vagliano case* in Australia we reserve for notice hereafter, and we alluded recently to that by Mr. Thomas Snow on the new Rules. An exhaustive and carefully arranged article on "Insurance of Limited Interests," with special reference to insurance by mortgagor and mortgagees, is contributed by Mr. William Harvey, and Mr. J. H. Round deals with the "Determination of the Mowbray Abeyance." "Scenes in Court from the Year-Books," by Mr. Edward Manson, shews that the student will find in those sources of the law amusement as well as instruction. The number contains a well-deserved tribute to the good work done by the late Mr. Stephen Martin Leake as a writer of text-books. Among the reviews we notice some startling statements as to Mr. J. W. Clark's "Students' Precedents in Conveyancing," but of four specific errors which the reviewer alleges he is entirely wrong as to three; and as to the fourth—making the advancement clause in a settlement apply to shares taken by appointment—though not usual, a properly qualified clause to this effect may be useful in case the appointment fails to provide for advancement.

BOOKS RECEIVED.

Shaw's Local Government Manual and Directory for Unions, Urban, Rural, and Port Sanitary Authorities, and School Attendance Committees for 1894. Shaw & Sons.

A Treatise on the Law of Support for Land, Buildings, and Public Works. By GEORGE BANKS, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

The Annual County Courts Practice, 1894. Founded on Pollock and Nicol's and Heywood's Practices of the County Courts. 2 Vols. By his Honour Judge HEYWOOD. Sweet & Maxwell (Limited).

The Bar Examination Annual for 1894. Stevens & Haynes.

CORRESPONDENCE.

R. S. C., NOVEMBER, 1893.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to your note under the head of "Current Topics" in your issue of the 13th inst., it may interest your readers to know that the point already discussed in your journal, as to whether it would now be necessary to brief counsel on a summons for interrogatories, has already been decided.

In a recent case I found it necessary to instruct the counsel who had prepared the interrogatories to support them before the master, who at first demurred to allowing the costs of counsel; but on being reminded that under the old practice when the interrogatories were settled by the judge, the summons was always attended by counsel, and after discussing the point with other masters, he gave the usual certificate of the matter being fit for counsel, and intimated that the old practice of allowing counsel would be followed.

The new rule has thus materially increased the costs of each side in an action in the High Court. E. J. T.

Jan. 20.

BANKRUPTCY APPEALS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In view of the fatal consequences which have repeatedly followed upon delay, perhaps from the merest accident, in complying with rule No. 132 relating to bankruptcy appeals, I am strongly persuaded that the rule should be amended by transferring the duty there imposed on the appellant to the office where the appeal is entered, where the appellant could lodge the required copy notice, and pay a transmission fee, simultaneously with the entry of the appeal.

Should you, or your readers, entertain a like opinion, an amendment in this direction might be attained. LONDON AGENT.

Jan. 19.

SOLICITORS AND THE COUNTY BENCH.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can you inform your readers what steps are being taken by the Incorporated Law Society to remove the disqualification under which a practising solicitor is prevented from being appointed a justice of the peace for a county bench not being in a borough?

Surely, even a solicitor will compare favourably with some of the recent appointments to the bench under the present *régime*.

Jan. 19. AN INQUIRER.

[If our correspondent will refer to the last report of the council, he will see that they have five times petitioned Parliament in favour of the Bill to enable solicitors to act as justices for counties in which they practise, and we believe have used every effort to promote the passing of the Bill.—ED. *S. J.*]

NEW ORDERS, &c.

RULE OF THE SUPREME COURT.

Notwithstanding anything in Order LXI. of the Rules of the Supreme Court, 1883, contained, the Associates' Department of the Central Office shall be amalgamated with the Crown Office Department of that office, so as to form one department; and the business shall be distributed and shall be performed by the several officers and clerks accordingly.

The 10th of January, 1894.

THE TRUSTEE ACT, 1893.

DIRECTION.

We, the undersigned Judges of the Chancery Division of the High Court of Justice, direct that all applications dealing with funds lodged in Court on affidavit under the Trustee Act, 1893, or under the repealed Trustee Relief Acts, be in ordinary cases served upon the Trustees and the persons named in the Trustees' affidavit as interested in or entitled to the money or securities. When a special direction is required it should be so stated on the Petition or Summons, and the Petition should when presented be referred to Chambers for such direction to be given before it is answered for hearing in Court.

JOSEPH W. CHITTY, J.
FORD NORTH, J.
JAMES STIRLING, J.
ARTHUR KEKEWICH, J.
ROBERT ROMER, J.

The *Chicago Legal News* says that in the District Court at Wichita, Kansas, Judge Reed has declared the State law constituting eight hours a day's labour unconstitutional. He holds the law contrary to both the State and Federal constitutions, and declares it a restraint on the liberty of action guaranteed by both, which permits the making of a lawful contract in a lawful way. He also holds that it is in direct conflict with both the Bill of Rights of the State and with the Fourteenth Amendment of the Federal Constitution. Claims aggregating hundreds of thousands of dollars for overtime under this Act are pending against every county and city in the State.

In holding that a slaughter-house was not necessarily a nuisance, the court (says an American legal journal), in a recent case, said: "We do not intend by this to intimate that we regard the squealing of pigs as a soothing sound"; and added: "We have no doubt that such noises are more or less annoying to some people, depending somewhat upon their peculiar temperament." But, evidently considering that people in this generation should be made of sterner stuff, the court also said: "In this age of steam and iron, the squealing of a pig is scarcely to be heard amid the multitude of greater noises that everywhere assault the ear."

CASES OF THE WEEK.

Court of Appeal.

Re **ROBERT FISHER (Deceased)**—No. 2, 18th January.

PRACTICE—COSTS—PAYMENT OF MONEY OUT OF COURT—R. S. C., LXV., 1—JUDICATURE ACT, 1890, s. 5.

This was an appeal from a decision of Chitty, J., reported *ante*, p. 58, where the facts will be found sufficiently set forth.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.), without calling upon the respondent's counsel, dismissed the appeal.

LINDLEY, L.J., said he had not the slightest doubt in the matter. The money had been paid into court by the commissioners, the appellants, under the Act 57 Geo. 3, c. xxix., which, like many other Acts, contained no provision for bearing the costs of payment out. Different courts had formerly taken different views as to their powers of ordering payment in cases of that kind, the Court of Chancery had taken a different view from the Court of Exchequer, and held that there was no power. In that unsatisfactory condition of things which existed, *Ex parte Mercers' Co.* (27 W. R. 424, 10 Ch. D. 481) came up for decision. It was there recognised that the court had, under the combined effect of the Judicature Act, 1875, and order 55 of the Rules of Court, 1875, a discretion as to costs in all cases, with certain exceptions specified in the order, and where a particular statute was silent as to the costs of payment out to supply the omission. That case was reconsidered in *Re Mills' Estate* (35 W. R. 65, 34 Ch. D. 24) where it was held that ord. 65, r. 1, did not give the court power to order payment of costs where before the Judicature Act it would not have had jurisdiction to do so. It was then felt that the difficulty ought to be got rid of by legislation, and under those circumstances the Judicature Act of 1890 was passed, the effect of section 5 of which was to give the court the larger discretion which was contended for. There was no doubt in his lordship's mind on the point. The appeal must be dismissed.

KAY, L.J., was of the same opinion. *Re Mills' Estate* had declared that ord. 65, r. 1, must be construed narrowly, and did not increase the jurisdiction of the court so as to enable it to order costs to be paid by persons who could not before have been ordered to pay them. That case was decided in 1886, and with that before it the Legislature passed the Act of 1890, section 5 of which went beyond the rule, though to some extent it was in the very same words. The object of that express enactment must be to give to the court a power which it had not before. It was impossible to read the section in any way but as an enabling section giving a power which before did not exist, subject to a limitation therein mentioned, which limitation meant that if there was any provision contained in the Judicature Acts or Rules of Court which was applicable to the question at issue, or if there was any express limitation contained in any Act the power conferred was to be subject to that. There was no doubt the section was passed in consequence of the decision in *Re Mills' Estate*, as an enabling enactment, and provided for a want which formerly existed when the court was unable to do justice between the parties in such cases as the present. Chitty, J., was right in the decision he came to.

A. L. SMITH, L.J., also concurred.—COUNSEL, *John Henderson; A. T. Murray.* SOLICITORS, *E. A. Baylis; Paddison, Fullilove, Cummins, & de la Chapelle.*

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Re **PONSFORD AND NEWPORT SCHOOL BOARD'S CONTRACT**—No. 2, 20th January.

BURIAL GROUND—DISUSED BURIAL GROUND—"SET APART FOR INTERMENTS"—BUILDING ON UNUSED PORTION—DISUSED BURIAL GROUNDS ACT, 1884 (47 & 48 VICT. c. 72), ss. 2, 3—OPEN SPACES (METROPOLIS) ACT, 1881 (44 & 45 VICT. c. 34), s. 1—OPEN SPACES ACT, 1887 (50 & 51 VICT. c. 32), ss. 2, 4, AND SCHEDULE.

Appeal by the vendor from the decision of North, J., reported *ante*, p. 132, 42 W. R. 154. A summons under the Vendor and Purchaser Act had been issued by the Newport School Board as purchasers under a contract for sale, for the determination of the question whether the piece of land agreed to be purchased by the board was a disused burial ground within the meaning of the Disused Burial Grounds Act, 1884, and the Open Spaces Acts, 1881 and 1887. In 1842 a piece of land comprising about four acres, and afterwards known as the "Old Cemetery," Newport, was conveyed to trustees for a company known as the Newport Cemetery Co. The object and powers of the company, as declared by its deed of settlement, was to maintain and use the property for the purposes of a cemetery, but the company was thereby empowered to sell, either together or in parts, any lands, or to remove any houses, chapels, or other buildings of or belonging to the company which should for the time being appear inapplicable to the purposes of the company, and to execute all acts and deeds as should be necessary for effecting such sale. The "Old Cemetery" was never consecrated. In 1878 by an Order in Council burials were ordered to be discontinued in the "Old Cemetery." In 1885 a wall was built separating about two acres of the "Old Cemetery," in which portion no interments had ever taken place, from the rest of the "Old Cemetery" in which interments had taken place. The two acres so separated were conveyed by the company to trustees for sale, and were coloured green on the plan which was put in evidence, whilst that portion of the "Old Cemetery" which had been used for interments was on the same plan coloured blue. By another Order in Council passed in 1890 burials were ordered to be discontinued in the "Old Cemetery" with the exception of the portion coloured green on the plan. In 1891 the trustees sold the portion coloured green to Ponsford, who in 1893 contracted to sell it for building purposes to the Newport School Board. The Disused Burial Grounds Act, 1884, s. 2, enacts that "in this Act a 'disused burial ground' shall mean a burial ground in respect of which an Order in Council has been made for the discontinuance of burials therein"; and by section 3 provides that "it shall not be lawful to erect any buildings upon any disused burial ground." The Open Spaces (Metropolis) Act, 1881, s. 1, enacts that "the term 'burial ground' shall include any ground, whether consecrated or not, which has been at any time set apart for the purposes of interment, and in which interments have taken place since the year 1800." The Open Spaces Act, 1887, by section 2, sub-section (1), repeals the Open Spaces (Metropolis) Act, 1881, "to the extent mentioned in the schedule to this Act": and by the schedule the following words occurring in the definition of a burial ground in section 1 of the Act of 1881, viz., "and in which interments have taken place since the year 1800," are thereby repealed; and by section 4 of the Open Spaces Act, 1887, it is enacted that "in the Disused Burial Grounds Act, 1884, and in this Act, the expression 'burial ground' shall have the same meaning as in the Open Spaces (Metropolis) Act, 1881, as amended by this Act, and the expression 'disused burial ground' shall mean any burial ground which is no longer used for interments, whether or not such ground shall have been partially or wholly closed for burials under the provisions of any statute or Order in Council." The purchasers, the Newport School Board, took the objection that the two acres of the "Old Cemetery" (the part coloured green) contracted to be sold to them was a disused burial ground within the meaning of these Acts, and could not, therefore, be used by the purchasers for building purposes. North, J., held that the portion in question of the "Old Cemetery" (the part coloured green) was a disused burial ground within the meaning of the Acts, and could not, therefore, be used by the purchaser for building purposes; and he accordingly held that the purchaser's objection was a good one. The vendor appealed, and contended that the Order in Council of 1890 abrogated the Order of 1878 so far as it applied to the two acres coloured green, and that, as these two acres had never been used for interments by the cemetery company, they had never been "set apart" for the purposes of interment; and, consequently, that these two acres did not constitute a "disused burial ground" within the meaning of the Acts.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that the true construction of the Acts was not free from difficulty, but he had no doubt, looking at this case as if it were a specific performance case, that the purchaser ought not to be forced to take the property, as he would be liable, if he built on it, to have an information or an indictment presented against him by the Attorney-General. As to the construction of the Acts, the question really was, whether the court was to look at the land comprising the "Old Cemetery" as a whole, and say whether, as a whole, it had been set apart for the purposes of interment, or whether the land could be looked at as sub-divided into pieces and whether each piece had been set apart for interments. In his lordship's opinion, for the purpose of construing the Acts, the land should be looked at as a whole; and looking at it as such, the land had, in his opinion, been set apart for the purposes of interment, notwithstanding the clause in the deed of settlement of the cemetery company empowering the company to sell. The Act of 1884 prohibited the erection of buildings on any "disused burial ground." To ascertain what was a disused burial ground the Acts of 1881 and 1887 should be looked at. By the Act of 1887 (s. 4) "burial ground" was to have the same meaning as in the Act of 1881, as amended by the Act of 1887; and "disused burial ground" was to mean any burial ground no longer used for interments. Having regard to these Acts, and looking at the land comprising the "Old Cemetery" as a whole, no one, in his lordship's opinion, could possibly build on the land. The purchaser's objection was therefore a good one.

KAY, L.J., concurred, and said that under the Act of 1887 (s. 2 and schedule) a burial ground is now defined as "any ground, whether consecrated or not, which has been at any time set apart for the purposes of interment"; that plainly meant whether any interment had taken place in it or not. And by the Act of 1887 (s. 4) a "disused burial ground" now meant any ground which had at any time been set apart for the purposes of interment, whether interments had taken place in it or not, and which was no longer used for interments, whether or not such ground was closed for burials by statute or Order in Council. In his lordship's opinion the piece of ground now contracted to be sold was a "burial ground," although no interments had taken place in it, and it was further a "disused burial ground" under the Act of 1884 as altered by the Act of 1887.

A. L. SMITH, L.J., also concurred.—COUNSEL, *Bailhache; E. Ford.* SOLICITORS, *Warriner & Kinch*, for *Lloyd & Pratt*, Newport, Mon.; *Daubeny & Mead*, for *J. Hutchings*, Newport, Mon.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

PETHICK *v.* MAYOR, ALDERMEN, AND BURGESSES OF PLYMOUTH—Chitty, J., 21st December and 19th January.

LOCAL GOVERNMENT—URINAL—NUISANCE—PROPER AND CONVENIENT SITUATION—DISCRETION OF LOCAL AUTHORITY—WEIGHT AND EFFECT OF THEIR DECISION—PUBLIC HEALTH ACT, 1875, s. 39 (38 & 39 VICT. c. 55).

Motion for an injunction to restrain the defendants, until the hearing of the action, from erecting a public urinal, lavatory, and offices in Freedom

Park, Plymouth, opposite and adjacent to certain houses of the plaintiff, so as to cause a nuisance to the plaintiff and his tenants. The defendants were acting under section 39 of the Public Health Act, 1875, which provides that "Any urban authority may, if they think fit, provide and maintain, in proper and convenient situations, urinals, &c., for public accommodation." The plaintiff was the owner of numerous houses of a superior class abutting on the road overlooking the park, in full view of which houses the proposed building was to be erected, about 230 feet from the nearest house. The plaintiff had received numerous complaints from his tenants as to the eyesore such a place would be, and also on the ground of apprehended nuisance by smell or otherwise. Evidence as to more convenient sites was given. Counsel for the plaintiff contended that the erection would necessarily be a nuisance, and that apart from any actual nuisance by smell arising, the mere fact of putting up a urinal in front of a man's drawing-room window seriously damaged his property, and was therefore a legal nuisance. They also contended that such a position, having regard to the evidence as to the other sites, was not a "proper and convenient situation" within the section: *Biddulph* v. *St. George's, Hanover-square* (11 W. R 524, 739; 3 De G. J. & S. 493); *Vernon* v. *St. James's, Westminster* (29 W. R. 222, 16 Ch. D. 449); and *Sellors* v. *Matlock Bath Local Board* (14 Q. B. D. 928, 33 W. R. Dig. 127). Counsel for the defendants contended that in the absence of *mala fides* or an arbitrary, perverse, or vexatious exercise of their powers, which was not alleged here, the selection of the site by the urban authority was conclusive as to its being a proper and convenient situation. They cited *Mason* v. *Wallasey Local Board* (11 L. J. N. C. 212, 1876), but the short note was objected to as an authority.

CHITTY, J., said there were two questions on the section; first the apprehended nuisance, secondly the situation. As to the first point, the plaintiff in a *quia timet* action had to shew a strong case of probability that the apprehended nuisance would really arise: *Attorney-General* v. *Corporation of Manchester* (1893, 2 Ch. 87), and if his lordship were asked to decide on the question of the nuisance likely to arise he was of opinion that it was not established. It was plain that section 39 did not empower the urban authority to do any act likely to cause a nuisance, public or private, but his lordship was unable to extract from the evidence the real ground on which the plaintiff alleged a nuisance. Interruption of his view or depreciation in the value of his property was mere *damnum absque injuriâ*, and no nuisance. As an illustration, if a man erected houses of a high class, he could not complain if an adjoining owner erected mean and low tenements on his own land, although the value of the better class houses would be seriously diminished. No actionable wrong was done. Now came the question of "proper and convenient situation," which his lordship was bound to consider. The evidence of the plaintiff consisted in pointing out other situations as proper and convenient. His lordship declined to consider that question; he declined to decide that there was same other proper and convenient situation which was more proper and more convenient than the one in question. It would be attempting to decide a question in which other adjoining owners were interested without hearing them. Unquestionably a convenience near a house was something to be disliked. It was contended that every man says "Put it near my neighbour." His lordship, however, did not adopt that cynical view entirely, as there was still a certain amount of public spirit in existence. He doubted whether any urban authority could achieve the marvellous result of offending no one, but it was their duty to choose a proper and convenient spot in this sense, *i.e.*, they must see that the place was one that required the convenience, and that it was a proper and convenient spot in reference to the public, and also a proper and convenient spot in reference to the surrounding land and the owners and occupiers of houses in the neighbourhood. The question had been considered by the council with due attention and with no undue haste. It must be borne in mind that they were on the spot, amenable to the opinion of their fellow townsmen and constituents, and their judgment appeared to be honestly arrived at after due consideration. Now came a subordinate question as to the "proper and convenient situation," viz., whether the urban authority had a discretion which the court would allow unless there was bad faith shewn. His lordship was not prepared to say that there was any difference of construction between section 39 of the Public Health Act, 1875, and section 88 of the Metropolitan Local Management Act, 1855, under which *Vernon's case* was decided; but if the just view was that the urban authority had a discretion, he was clearly of opinion that they had exercized it in such a manner that the court would not interfere. Assuming, on the other hand, that it was a bare question of fact, in which the voice of the urban authority was not conclusive, he was still of opinion that when the court considered the question it must attribute considerable weight to the honest view of those on the spot, viz., the urban authority on whom Parliament had thrown in the first instance the duty of selecting a proper and convenient situation. Though some degree of inconvenience or apprehended inconvenience was shewn, the plaintiff had not discharged the burden which lay on him of shewing that the site selected was not a proper and convenient situation within the meaning of the section, and the injunction must be refused.—COUNSEL, *Byrne*, Q.C., and *Manby*; *Farwell*, Q.C., and *Methold*. SOLICITORS, *Wedlake, Letts, & Wedlake*, for *Batchelor & Geake*, Plymouth; *Sharpe, Parker, Pritchards, & Barham*, for *J. H. Ellis*, town clerk, Plymouth.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **GASKELL'S SETTLED ESTATES**—Chitty, J., 18th January.

SETTLED LAND—APPLICATION OF CAPITAL MONEY—IMPROVEMENTS—ADDITIONS TO OR ALTERATIONS IN BUILDINGS—HEATING APPARATUS—NEW ENTRANCE—NEW ROOF—SETTLED LAND ACT, 1890, s. 13 (ii) (53 & 54 VICT. c. 69).

Summons by tenant for life for payment out of capital of the expense of certain improvements executed by him on the estates. The improvements consisted, *inter alia*, of a heating apparatus, a new entrance, lavatory, and other internal alterations, and a new roof, at Kiddington Hall, and were executed with a view of letting the property which was now let. Strong evidence as to the extreme desirability of the first two improvements, and as to the absolute necessity of the last improvement was given. The Settled Land Act, 1890, s. 13 (ii.) provides that improvements authorized by the Act of 1882 shall include, "making any additions to or alterations in buildings reasonably, necessary, or proper to enable the same to be let." Counsel for the tenant for life contended that the above improvements were additions or alterations within the section.

CHITTY, J., said, the tenant for life asked for the costs of providing a heating apparatus for his house. The Settled Land Act, 1890, s. 13 (ii.), under which he applied, was very precise in the manner in which it extended section 25 of the Settled Land Act, 1882, confining the words "additions or alterations" to additions to or alterations in buildings. The question was, whether on a fair construction of the section this heating apparatus was such an addition to or alteration in the building. The apparatus consisted of a boiler and pipes. There was no question that the house was thereby rendered more convenient for occupation, but this fact alone was not sufficient to bring the case within the section. Section 13 of the Settled Land Act, 1890, enlarged section 25 of the Settled Land Act, 1882. Looking at section 25, he had to consider whether any works, there specified, were analogous to that in question. The nearest was that of water-supply for domestic consumption. That had been allowed in several cases. It did not, however, come near to the present improvement. Water was specially mentioned (section 25 (xiii.)); but that point was rather adverse to the tenant for life than in his favour, and on the whole he was of opinion that this was not an addition or alteration within section 13 (ii.). The court was bound to be on its guard against applications by tenants for life who were naturally anxious that all improvements should be paid for out of capital. There might be a danger of straining the literal meaning of the section with a view of a benevolent construction in their favour. As regards the change in the main entrance and the other internal alterations, he thought they were alterations in the structure of the building itself, and as they seemed in other respects fit and proper and reasonably necessary to enable the house to be let, they were within the section. As to the new roof, the case was that the old roof was bad to such an extent that it was idle to repair it, the chimney stacks were dangerous, and the water came in. The house was therefore uninhabitable. The question was, whether this placing of a new roof on the house was an addition or alteration within section 13 (ii.). That the work was an improvement under section 25 of the Act of 1882 there was no question. That the work was not mere work of repair was equally incontestable; but the respondents said that after all the house was neither added to nor altered, and that the case was consequently not within the section. Each case must, of course, be considered with reference to its circumstances. There was no attempt of the tenant for life here to throw the cost of repairs on the inheritance. Then a metaphysical question arose as to the personal identity of a house. Was a house with a rotten roof identical with the house it became when provided with a new roof of a similar character? The respondents said it was the same house. Speaking as a practical man he should say it was not the same house. The old roof let water into the bedrooms at night, the new roof did not do so. There was no ground on general reasons for construing the Act very strictly on this question. Cases on covenants to repair were not decisive of the question, but it had been pointed out that they must be construed with reference to the state of the house at the time of the demise, and that the landlord could not expect to get a new house in place of an old one: *Payne* v. *Hayne* (10 M. & W. 541). His lordship thought that placing a new roof in substitution for that which for all practical purposes was not a roof at all was an alteration within section 13 (ii.). This was a fair construction as between the tenant for life and the inheritance, there being no question that the alteration (if an alteration within the section) was reasonably necessary and proper to enable the same to be let.—COUNSEL, *Frank L. Wright; Micklem*. SOLICITORS, *Waterhouse, Winterbotham, Harrison, & Harper*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **TALBOT'S TRADE-MARK**—Stirling, J., 24th January.

TRADE-MARK—DESCRIPTIVE WORD—INVENTED WORD—RECTIFICATION OF REGISTER—PERSON AGGRIEVED—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, ss. 64, 90—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1888, s. 10, SUB-SECTION 1; s. 90.

This was an application, on behalf of Messrs. H. T. Vanner and E. Prest, carrying on business in the Old Kent-road, Surrey, as oil merchants, under the style of Vanner & Prest, for the rectification of the Register of Trade-Marks by the removal of trade-mark No. 58,922 registered in class 50 in the name of James Talbot, or in the alternative by striking out of the same the word "Emolliolorum." The respondent, J. Talbot, is a wholesale manufacturing chemist carrying on business at Salisbury. In June, 1876, the applicants registered as their trade-mark in respect of goods in class 50 the word "Molliscorium," to designate a preparation or dressing for softening, preserving, and waterproofing harness, reins, traces, saddles, bridles, stirrup-straps, boots and shoes, and all articles of leather. It was registered as an old mark which had been in use for two years and upwards previous to June, 1886. In 1886 the respondent registered as a new mark, in respect of the same class of goods, the word "Emolliolorum," describing it as a fluid preparation or dressing for rendering harness, reins, saddles, bridles, aprons, and every description of leather thoroughly waterproof and supple. In 1890 the applicants' solicitors wrote to the respondent pointing out that his mark was

calculated to deceive, but the respondent declined to discontinue its user or to alter it. No further step was taken by the applicants until November, 1893, when the applicants' solicitors again wrote to the respondent informing him that they had been instructed to apply to have the word "Emolliolorum" expunged from the register, on the ground that it was calculated to deceive. The respondent again declined to consent to any rectification of the register, and this application was then made to the court. For the applicants it was contended that the trade-mark was calculated to deceive, and also that it was a descriptive word which ought not to have been registered under the Patents, Designs, and Trade-Marks Act, 1883, and reliance was placed on *Thompson* v. *Montgomery*, *Re Joule's Trade-Marks* (37 W. R 637, 41 Ch. D. 35) and *Paine & Co.* v. *Daniells & Sons' Breweries (Limited)*, *Re Paine & Co.'s Trade-Marks* (1893, 2 Ch. 567, 41 W. R. Dig. 253). On behalf of the respondent it was submitted that "Emolliolorum" was not a descriptive word, but a word invented by him, and that it was not an imitation of the word "Molliecorium," or intended so to be.

STIRLING, J., said, as to the point that the respondent's trade-mark was calculated to deceive, no evidence had been given that anyone had been deceived during the seven years that had passed since the trade-mark had been registered, and he could not come to the conclusion that in fact it was calculated to deceive. The second ground of objection to the trade-mark required more consideration, and he had to inquire whether its existence could be justified in law. At the time when it was registered it could not be justified according to section 64 of the Act of 1883 as a fancy word. The meaning of "fancy word" had been settled in *Re Van Duzer's Trade-Mark*, *Re Leaf, Sons, & Co.'s Trade-Mark* (35 W. R. 294, 34 Ch. D. 623). The word in question would convey the impression to the ordinary Englishman that the substance would act by softening things, and it consequently was descriptive; it was not, therefore, he thought a fancy word within the case he had just referred to. That case was decided in 1887, and in the following year the Trade-Marks Act of 1888 was passed, by which the definition of a trade-mark capable of registration was altered, and under section 10 of that Act a trade-mark might be (*d*) an invented word or words, or (3) a word or words having no reference to the character or quality of the goods and not being a geographical name. It was contended that an invented word might now be registered although it was intended to be descriptive, but that argument had already been considered and rejected by Kay, L.J., in *Re Meyerstein's Trade-Mark* (38 W. R. 440, 43 Ch. D. 604). In that case the question arose as to the word "Satinine," and Kay, L.J., said:—"This is a word which describes the quality of the goods. . . . I understand the Act of 1888 to be subject to the limitation which the decisions have put on the former Act—that you cannot possibly use any word, fancy word or otherwise, if it is a descriptive word." His lordship thought he was bound to follow that decision, and he had not, therefore, to consider what would otherwise be a question that would require some consideration—namely, the effect of section 27 of the Act of 1888, which provided that nothing in the Act should affect the validity of any act done, right acquired, or liability incurred before the commencement of the Act. It was said, however, that the applicants were not persons aggrieved within the meaning of section 90 of the Act of 1883, and that, consequently, no order for rectification ought to be made. On that point the recent case of *Re Powell's Trade-Mark* (41 W. R. 627; 1893, 2 Ch. 388), in which the words "Yorkshire Relish" was in question, had a very material bearing. Bowen, L.J., said; "Persons who are aggrieved are persons who are in some way or other substantially interested in having the mark removed from the register, or persons who would be substantially damaged if the mark remained. . . . If a man is hampered in his arrangements of business matters in the future by the fact that a trade-mark is on the register which ought not to be there, he is a person who, to my mind, is sufficiently aggrieved to come within the section." Applying the language of Bowen, L.J., and also of Kay, L.J., in that case to the present case, his lordship considered the applicants were persons aggrieved within the section, and ordered the register to be rectified by the removal of the trade-mark, but made no order as to costs.—COUNSEL, *Buckley*, Q.C., and *P. S. Stokes*; *Hastings*, Q.C., and *C. E. E. Jenkins*. SOLICITORS, *Geo. S. Warmington & Co.*; *Taylor, Hoare, & Taylor*, for *Nodder & Trethowan*, Salisbury.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

THORNELOE *v.* **HILL**—Romer, J., 22nd January.

TRADE NAME—LICENCE TO USE—ASSIGNMENT—ABSENCE OF BUSINESS—FRAUD ON PUBLIC—RIGHT IN GROSS TO USE TRADE NAME.

This case raised the point whether the purchaser of a business and the right to use a name in connection with it can afterwards grant the right to use that name unaccompanied by any business, and whether, if he has licensed another person to use that name even for a limited period, he can after that period again use that name or deal with it in any way himself. For many years prior to 1871 one John Forrest, trading as "John Forrest, chronometer maker to the Admiralty, London, E.C.," carried on business as a chronometer and watchmaker in London, marking his goods with that description. He died in February, 1871, and his administratrix sold and assigned to George Carley, James Gent, and Philip Bettle, known as "Carley & Co.," all the trade and goodwill and other interest of her as such administratrix in the business of a watch manufacturer carried on by the said John Forrest, deceased. Carley & Co. never carried on this business, but they used the description above named on a few watches manufactured by them. On the 7th of February, 1874, Carley & Co., by an indenture of that date, purported to grant to Henry Stuart the sole right to make watches with the name of "John Forrest" thereon for the term of seven years from the date thereof. Stuart accordingly sold watches with that name on them. On the 30th of June, 1878, the partnership of George Carley & Co. was dissolved, James Gent and Philip Bettle taking over the business. On the 14th of August, 1890, they assigned their estate and effects for the benefit of their creditors, and G. N. Read was appointed trustee, and on the 28th of February, 1891, he sold and conveyed for £20 to the plaintiff in this action, Richard Thorneloe, the name, title, and goodwill of the business of John Forrest, trading under the style or title of "John Forrest, chronometer maker to the Admiralty, London, E.C.," and on the same day assigned the business of Carley & Co. to a third person. The defendant carried on business in Coventry, and he manufactured watches there, and issued advertisements describing himself as "Forrest," "John Forrest," and "John Forrest, London." This was an action to restrain him from selling or advertising any watches or chronometers not of the manufacture of the plaintiff or his predecessor, John Forrest, as or of such manufacture. The defendant pleaded (1) that even if James Gent and Philip Bettle had the right to trade as "John Forrest, chronometer maker to the Admiralty, London, E.C.," such could not in law pass to G. N. Read, the trustee under the assignment for the benefit of creditors; (2) that Read could not assign or transfer such right, even if he possessed it; (3) that even if he could transfer such right the agreement of the 28th of February, 1891, was not sufficient in law to do so; (4) that as the business of Carley & Co. was still carried on Read could not deal with the goodwill in part, but that the whole of the goodwill went with the business.

ROMER, J., after stating the facts above set out, said: Under these circumstances, has the plaintiff the right contended for by him? I think not, and for the following among other reasons: Carley & Co. undoubtedly bought the goodwill of John Forrest's business. Speaking generally, a purchaser of a business, if he continues it, has the right to the use of the trade name and trade-marks of the business in any way he pleases which is not calculated to deceive. In particular, as a rule, the purchaser may mark goods made by him in the course of that business with the name of the vendor, although the vendor or his old workmen did not make or assist in making such goods, and the purchaser would not be considered as doing that which was calculated to deceive his customers or the public. The reason of that is that where the purchaser is continuing the business in the vendor's name the mark might fairly be held to be only a representation that the goods were manufactured in the course of the business without any representation as to the persons by whom that business was being carried on and there would be no substantial risk of deception. But in cases where deception would arise or would probably arise from the marking of the vendor's name or from the way in which it was marked, then the marking would be fraudulent, and the purchaser could not be heard to say, after a course of such fraudulent marking, that thereby his goods so marked had come to represent goods made by him as the vendor's successor in business. For instance, when the goods sold in a business are of an artistic character, and during the vendor's time acquired their reputation and depended for their value upon his personal skill, then if his retirement from the business were kept secret a purchaser of his business would not be entitled to sell the goods not made by the vendor marked with his name. Carley & Co. marked their watches, not only with the words "John Forrest, London," but also with the description, "John Forrest, chronometer maker to the Admiralty." I think that description was marked in order to set forth the personal qualification of the maker, and as a matter of importance, and in order to impress those into whose hands the watches should come with the idea that the watches were made by or under the supervision of one holding the responsible position of chronometer maker to the Admiralty. Even if Carley & Co. could justify their marking of the name of John Forrest on the ground that it only meant themselves as the successors of John Forrest, I do not see how they could at the same time, with propriety, identify themselves with the description of chronometer makers to the Admiralty when they were nothing of the kind. But passing this over, and on the assumption I have mentioned, how did matters stand on the expiration of the seven years' licence? During these seven years Henry Stuart & Co. (Limited) were expressly authorized by Carley & Co. to manufacture and sell watches stamped with the name "John Forrest, London." That company, who carried on business in their own name, were not John Forrest, or successors in the business of John Forrest, and were carrying on business in Liverpool, and not in London, and this to the knowledge of Carley & Co. How, after that, could Carley & Co. be heard to assert that the name of John Forrest, London, on watches still represented and meant that the watches were made either by John Forrest or by his successors in business? To so assert would be to admit that they had authorized the Liverpool company to commit a fraud on the public. A trade name or mark cannot validly be assigned in gross. When the licence to Stuart expired, Carley & Co., who had ceased during the seven years to use the name of John Forrest in any way whatever in their business, had, in my opinion, lost any right they might previously have had to say that any person marking watches "John Forrest" thereby represented that they were watches manufactured by them or in the course of their business (see *Wood* v. *Lambert*, 32 Ch. D. 247). This being the position of affairs at the end of the licence, certainly Carley & Co. did not by the time of their failure regain any right, even if they could possibly have done so, for, as I have pointed out, there was in the meantime no substantial manufacture or sale by them of watches marked. If Carley & Co., at the date of their failure, had no such right, they could not assign it to Read nor could Read assign it to the plaintiff. To entitle the plaintiff to an injunction he must have been able to establish (there being no question of trade-mark) that such marking by the defendant was calculated to deceive the public or customers into the belief that the goods so marked were goods made in the course of the business belonging to the plaintiff. And this he could not do for the reasons I have pointed out. But the matter does not stop

there. Even assuming that Carley & Co., or Read as their trustee, could, if no assignment had been made, have restrained the defendant, the plaintiff, who in my opinion can only claim to be mere assignee in gross of the right to the name of John Forrest, cannot sue the defendant. The plaintiff is in no real or true sense an assignee of the business of Carley & Co., or of a severed or severable part of it. As I have before pointed out, the right merely to use a name as a property in itself cannot be validly assigned so as to confer rights as against the public, nor can any advantages whatever, as against the public, attach to any attempted assignment of the sort. I have stated sufficient to shew why, in my judgment, the action should be dismissed, and I accordingly dismiss it. But, having regard to the conduct, or rather misconduct, of the defendant in relation to his use of the name of John Forrest, I dismiss the action without costs.—Counsel, *Sir R. Webster*, Q.C., and *Sebastian*; *Moulton*, Q.C., and *Willis Bund*. Solicitors, *A. H. Arnould & Son*, for *Buller & Cross*, Birmingham; *Crowders & Vizard*, for *Brownetts*, Coventry.

[Reported by J. W. Gregg, Barrister-at-Law.]

High Court—Queen's Bench Division.

WORCESTER CITY BANKING CO. *v.* FIRBANK, PAULING, & CO.—22nd January.

Practice—Writ of Summons—Service—Action against Firm—Partners not Permanently Residing in England—"Carrying on Business within the Jurisdiction"—R. S. C., XLVIIIa., 1.

The action was brought against the defendants in their firm name to recover a sum due for principal and interest on a promissory note, the writ of summons having been issued in May, 1892, and renewed in May and November, 1893. An order for substituted service of the writ on George Pauling, a partner in the firm of Firbank, Pauling, & Co., was obtained in June, 1893. He entered a conditional appearance denying that he was a partner. The plaintiffs issued a summons asking that this appearance should be struck out, on the ground that Pauling was a partner at the time the debt was incurred, and Pauling took out a summons to set aside the writ and order for substituted service on the ground that the firm was a foreign firm. The summonses were referred by the master to the judge in chambers. Bruce, J., in chambers, made an order setting aside the writ and order for substituted service. The plaintiff appealed, his contention being that the defendants were an English firm, carrying on business within the jurisdiction, and could, therefore, be sued in their firm name under ord. 48*a*, r. 1. On the other side it was argued that as the defendants usually lived abroad and had no permanent residence in England they ought to be treated as foreigners, and that, consequently, on the authority of *Russell* v. *Cambefort* (37 W. R. 701, 23 Q. B. D. 526) and subsequent cases, order 48*a* did not apply, and the proper course was to obtain under order 11 leave for the issue of a writ to be served outside the jurisdiction. Ord. 48*a*, r. 1, provides that "any two or more persons claiming or being liable as co-partners, and carrying on business within the jurisdiction, may sue or be sued in the name of the respective firms (if any) of which such persons were co-partners at the time of the accruing of the cause of action." The inferences drawn by the court from the affidavits as to the place of residence of the defendants appear from the judgments.

The Court (Mathew and Collins, JJ.) allowed the appeal.

Mathew, J.—This is an appeal from an order made by Bruce, J., in chambers directing that the writ in this action and an order for the substituted service of it should be set aside. The writ was issued to recover upon a promissory note which was made in the year 1885 and matured in 1886, and was payable at the "London office" of the defendants. The defendants were sued in the name of their firm. At the date when the note was made the defendants were carrying on business both in England and abroad, and while the Statute of Limitations was running against them they were residing partly in England and partly in South Africa and Asia Minor. An application was granted for substituted service of the writ, and objection was then made to the jurisdiction both as to the issue of the writ and as to the order for substituted service. The effect of the order made by Bruce, J., is that the writ is gone and the plaintiffs' remedy is gone with it. The matter is one of very great and general importance. The objections made on the part of the defendants are twofold. First, it is said that this writ was intended for service out of the jurisdiction, and that, therefore, leave ought to have been obtained for its service out of the jurisdiction: *Great Australian Gold Mining Co.* v. *Martin* (25 W. R. 246, 5 Ch. D. 1). It is said that the order for substituted service is tantamount to an order for service abroad, and that that is bad because no leave was obtained for the issue of a writ to be served out of the jurisdiction. But there is no evidence whatever that this writ was issued for service out of the jurisdiction. It is an ordinary English writ, and is issued against persons who might very well be expected to be in England. I think, therefore, that that objection fails. Then it is said in the second place that the defendants are in the same position as foreigners, and that the orders as to service of a writ upon a partnership, do not apply to foreign firms, and that leave for service upon a foreign firm, as upon a foreign individual, can only be obtained under order 11. *Russell* v. *Cambefort* (37 W. R. 701, 23 Q. B. D. 526) is a clear authority for that proposition, the *ratio decidendi* of that case being that the provisions of order 9 as to actions against partners were not intended to apply to partnerships the members of which are not subject to English law and the power of Parliament. That authority has been followed again and again. But is it not clear that this case is not within that decision? Here the defendants are two British subjects who have not been shewn to be resident out of the jurisdiction. Has Parliament no power to deal with them? I cannot see why it should not be so. Does their temporary absence from England entitle them to slip off their allegiance to the Imperial Parliament? If that is not so, then the rules of court apply to them, and this writ was properly issued against them in the name of their firm. The difficulty which arose in *Indigo Co.* v. *Ogilvy* (39 W. R. 646; 1891, 2 Ch. 31), is, I think, disposed of by the language of the new rule. A person who carries on business within the jurisdiction is not to be treated as a foreigner merely because he does not permanently reside in England. The result is that in the present case order 48*a* applies, and the writ cannot be set aside.

Collins, J.—I am of the same opinion. The case is not free from difficulty, and it is complicated by numerous decisions upon the question, which are not always easy to reconcile. We are dealing in this case with a firm of English traders: there is no evidence that they have acquired any foreign domicil or that they have come under any other jurisdiction than that of the Imperial Parliament. They carry on their business both here and abroad, and both the partners spend part of their time abroad and part in England. Can they be sued in their firm name under order 48*a*? It is clear that that rule does not apply to foreign firms: *Russell* v. *Cambefort*. The principle of that case was extended by *Indigo Co.* v. *Ogilvy* to the case of a firm carrying on business both in England and in India; because, if the defendants in that case could have been sued in their firm name, the result would have been to bring in members of a firm who were resident without the jurisdiction, and could not have been sued as individuals here. This principle has been repeatedly acted upon. In *Western National Bank of New York* v. *Perez Triana & Co.* (39 W. R. 245; 1891, 1 Q. B. 304), it was distinctly laid down that you cannot by means of ord. 9, r. 6, sue foreigners whom you would not be entitled to sue as individuals. Again, in *Heinemann & Co.* v. *Hale & Co.* (39 W. R. 485; 1891, 2 Q. B. 83) it was not quite clear whether one of the defendants was carrying on business in England or not; but it was held that the writ issued against the partners, all of whom were foreigners, in their firm name was misconceived and must be set aside. Then the new rules (order 48*a*) were made, and soon afterwards *Grant* v. *Anderson* (1892, 1 Q. B. 108) was decided. The Divisional Court (Lord Coleridge, C.J., and Wright, J.) held in that case that whether the defendants (a Scotch firm) were or were not carrying on business in England they were outside the ambit of the rules, and that the case came within the principles laid down in *Russell* v. *Cambefort*. Lord Coleridge went further, and held that the defendants had no place of business in England, and Wright, J., agreed. The Court of Appeal declined to decide whether *Russell* v. *Cambefort* still applies under the new rules, and relied on the finding of the Divisional Court that the defendants had no place of business here. But Wright, J., gave his opinion that "the words in rule 3, 'whether any of the members thereof are out of the jurisdiction or not,' were merely intended to meet the difficulty that arose in *Indigo Co.* v. *Ogilvy*." So that we have that *dictum* that the effect of that case is practically annulled by the new rule and that it is no answer to say, in the case of an English firm, that one member of the firm is abroad. But here we have an English firm carrying on business here, the members of which are occasionally resident here, and I can see no reason why they should not be subject to the municipal law of this country. I think, therefore, that this writ was rightly issued against them; and if that be so the provisions as to substituted service upon their manager in London follow as a matter of course. The result is that the order of Bruce, J., was wrong, and must be reversed. Appeal allowed.—Counsel, *Jelf*, Q.C., and *Toller*; *Hon. A. Lyttelton*. Solicitors, *Field, Roscoe, & Co.*; *Slaughter & May*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

NEWBY *v.* SIMS—17th January.

Sale of Food and Drugs Act, 1875, ss. 6, 18, 21—Amendment Act, 1879, s. 6—Analyst's Certificate—Insufficiency of Facts stated in.

This was a special case stated by the justices for the county of Durham raising a question as to the sufficiency of a certificate of a public analyst. The respondent was prosecuted under section 6 of the Sale of Food and Drugs Act, 1875, on an information preferred by the analyst for selling rum adulterated with water. That section provides that no person shall sell to the prejudice of the purchaser any article of food or any drug which is not of the nature, substance, and quality of the article demanded by such purchaser under a penalty not exceeding twenty pounds. It is further provided by section 18 that the certificate of the analysis shall be in a certain form which is set forth in the schedule annexed to the Act, and by section 21 that at the hearing of an information the production of the certificate of the analyst shall be sufficient evidence of the facts therein stated, unless the defendant shall require that the analyst shall be called as a witness. The analyst, who was not called by the defendant as a witness, gave his certificate in the following form:—"I find that the sample contains an excess of water over and above what is allowed by Act of Parliament. I estimate the excess of water at thirteen per cent. of the entire sample. I am of opinion that the said sample is not a sample of genuine rum." The justices dismissed the charge, being of opinion that the certificate was insufficient and did not comply with the terms of the statute, the analyst purporting to "estimate" the excess of water at thirteen per cent. of the entire sample, although in other parts of his certificate he had used the words "I find," "I am of opinion." On behalf of the appellant the case of *Bakewell* v. *Davis* (10 Times L. R. 40) was relied on. On behalf of the respondent it was contended that no sufficient *data* appeared on the certificate to enable the court to deal with the case. Counsel referred to section 6 of the Sale of Food and Drugs Act, 1879, which provides that in determining whether an offence has been committed under section 6 of the Act of 1875 it shall be a good defence to prove that

the admixture of water has not reduced the spirit more than 25 degrees under proof.

THE COURT (DAY and LAWRANCE, JJ.) dismissed the appeal.

DAY, J., said that in this case the decision of the justices was right, though he did not agree with the grounds on which they based their decision. The justices appeared to have thought that the expression "estimate" in the certificate conflicted with the terms "I find," "I am of opinion," but his lordship did not think that the wording of the certificate was open to objection. The question was whether the certificate disclosed any offence. The analyst, who purported to be proceeding under the Act of 1875, stated in the certificate that the sample contained thirteen per cent. excess of water over that which was allowed by Act of Parliament. By section 6 of the Amendment Act of 1879 it was provided that it was a good defence to prove that the spirit had not been reduced by the admixture of water to more than 25 degrees under proof. The analyst ought to have stated in the certificate what percentage of water was found in the sample, and then it would have been for the justices to say whether there had been any offence committed against the Act of 1875, bearing in mind the provisions of section 6 of the Amendment Act of 1879.

LAWRANCE, J., concurred. Appeal dismissed.—COUNSEL, *Macmorran; Strachan.* SOLICITORS, *Iliffe, Henley, & Sweet*, for *Mabane & Graham*, South Shields; *J. Kirkly*, for *Davidson & Barker*, South Shields.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Bankruptcy Cases.

Re **HELSBY**, *Ex parte* **TRUSTEE AND OFFICIAL RECEIVER**—12th January.

PRACTICE—BANKRUPTCY—APPEAL—TIME—BANKRUPTCY RULES, 1886 AND 1890, R. 130.

This was an appeal by the trustee and official receiver from an order of a divisional court (Williams and Kennedy, JJ.) setting aside the judgment of the county court of Blackburn, and annulling a receiving order made against the respondent in that court. A preliminary objection was taken on behalf of the respondent that the notice of appeal was served too late, and that the appeal was, therefore, out of time. Rule 130 of the Bankruptcy Rules, 1886, provides that, "subject to the powers of the Court of Appeal to extend the time under special circumstances, no appeal to the Court of Appeal from any order of the court shall be brought after the expiration of twenty-one days. The said period shall be calculated from the time at which the order is signed, entered, or otherwise perfected, or in the case of the refusal of an application from the date of such refusal." In this case the decision of the Divisional Court was given on the 20th of November. On the 30th of November the respondent's solicitor attended an appointment before the registrar, at which the order of the court was settled. The appellant was not represented at this appointment, notice of it had, however, been sent to his solicitors. On the 1st of December the engrossments of the order were signed by the registrar, and sealed with the seal of the court, and one of the engrossments, so signed and sealed, was handed to the respondent's solicitor. The notice of appeal was served on the respondent on the 23rd of December. In an affidavit sworn by a clerk in the employ of the appellant's solicitor, it was stated that the clerk had been informed by the clerk of appeals that the order of the Divisional Court had been entered and completed on the 2nd of December, and that the last day for lodging the appeal was on the 23rd of December. That statement appeared to have been based on an entry in a diary of the clerk of appeals to this effect: "2nd December.—*Re Helsby.* Order filed." It was contended for the appellant that the order was not "perfected" until it was filed on the 2nd of December, and that the notice of appeal was, therefore, served within the twenty-one days, and, further, that if that were not so, it was a case in which the court, in the exercise of their discretion, would grant an extension of time.

THE COURT (Lord HALSBURY and LOPES and DAVEY, L.JJ.), upheld the objection and dismissed the appeal.

Lord HALSBURY said that the twenty-one days limit ran from the date at which there was a perfect operative order in existence. The words "signed, entered, or otherwise perfected" in rule 130 were by their generality probably intended to comprehend the various different procedures incident on the making of orders. In this case the order was sealed and issued on the 1st of December, and that was the date from which the twenty-one days was to be calculated. The notice of appeal was therefore too late. No doubt under special circumstances the court had power to relax the stringency of the rule, but there were in this case no special circumstances alleged except that an unfortunate mistake had been made. That was not sufficient ground to take the case out of the rule.

LOPES and DAVEY, L.JJ., concurred. Appeal dismissed.—COUNSEL, *Herbert Reed*, Q.C., and *Waugh; Muir Mackenzie.* SOLICITORS, *Jacques & Co.*, for *Duckworth & Mathers*, Bradford; *Pritchard & Englefield*, for *Southam & Harwood*, Manchester.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLL.

Jan. 19.—FRANK WILLIAM BRADLEY.

Jan. 24.—JOHN RUDOLPHUS LANYON (Marazion, Cornwall).

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 23—Mr. Percy Marshall in the chair.—The subject for debate was: "That in the opinion of this society the conduct of the present Opposition in the House of Commons has been inconsistent, obstructive, and unpatriotic." Mr. E. A. Bell opened in the affirmative. Mr. H. Harcourt opened in the negative. The following members also spoke: Messrs. Nimmo, A. Hair, Blagden, Kinipple, and Miller. Mr. E. A. Bell having replied, the motion was lost by six votes. The subject for debate at the next meeting of the society on Tuesday, the 30th of January, is: "That the case of *Brocklesby* v. *Temperance Permanent Building Society* (1893, 3 Ch. 131) was wrongly decided."

LEGAL NEWS.

APPOINTMENTS.

Mr. UNDERDOWN, Q.C., Mr. WHEELER, Q.C., and Mr. SEWARD BRICE, Q.C., have been elected Benchers of the Honourable Society of the Inner Temple, in succession to the late Mr. Dowdeswell, Q.C., Mr. West, Q.C., and Mr. Potter, Q.C.

Mr. WORSLEY-TAYLOR, Q.C., of the Parliamentary Bar, has been elected a Bencher of the Honourable Society of the Middle Temple, in succession to the late Mr. Saunders, Q.C.

Mr. WILLIAM CROSSKEY, solicitor, of Wellington, Salop, has been appointed a Commissioner for Oaths. Mr. Crosskey was admitted in July, 1879.

Mr. WILLIAM DENMAN, solicitor, of 4, Serle-street, Lincoln's-inn, has been appointed a Commissioner for Oaths. Mr. Denman was admitted in July, 1887.

Mr. JOB DODSON, solicitor, of Halifax, has been appointed a Commissioner for Oaths. Mr. Dodson was admitted in January, 1887.

Mr. THOMAS BLENKLEY EASTLEY, solicitor, of Torquay, has been appointed a Commissioner for Oaths. Mr. Eastley was admitted in August, 1887. He is joint solicitor to the Paignton Local Board.

Mr. WALTER GEORGE FOLLETT, solicitor, of Town Hall-chambers, Southwark, has been appointed a Commissioner for Oaths. Mr. Follett was admitted in July, 1887.

Mr. WALTER CHARLES FORMAN, solicitor, of 62, Lincoln's-inn-fields, has been appointed a Commissioner for Oaths. Mr. Forman was admitted in March, 1887.

Mr. ROBERT JONES GRIFFITH, B.A., solicitor, of Dolgelly, has been appointed a Commissioner for Oaths. Mr. Griffith was admitted in October, 1886.

Mr. EDWARD WILLIAM JOHNSON, solicitor, of Llandudno, has been appointed a Commissioner for Oaths. Mr. Johnson was admitted in July, 1887.

Mr. HENRY DIXON KIMBER, M.A., solicitor, of 79, Lombard-street, E.C., has been appointed a Commissioner for Oaths. Mr. Kimber was admitted in December, 1887.

Mr. THOMAS WILLIAM LOVE KING, solicitor, of 5, Gray's-inn-square, W.C., has been appointed a Commissioner for Oaths. Mr. King was admitted in February, 1886.

Mr. EDWARD HENRY LEE, B.A., solicitor, of Birmingham, has been appointed a Commissioner for Oaths. Mr. Lee was admitted in Trinity, 1874.

Mr. JOHN NASH LEIGH, solicitor, of Cardiff, has been appointed a Commissioner for Oaths. Mr. Leigh was admitted in June, 1880.

Mr. GEORGE HERBERT LEWIS, solicitor, of Blackburn, has been appointed a Commissioner for Oaths. Mr. Lewis was admitted in November, 1887.

Mr. ERNEST WILLIAM LIGHTFOOT, solicitor, of Maryport, has been appointed a Commissioner for Oaths. Mr. Lightfoot was admitted in July, 1887.

M. THOMAS DUCKWORTH LOMAX, solicitor, of Bolton, has been appointed a Commissioner for Oaths. Mr. Lomax was admitted in July, 1887.

Mr. GILBERT MCILQUHAIN, solicitor, of Cheltenham, has been appointed a Commissioner for Oaths. Mr. McIlquhain was admitted in November, 1886.

Mr. JOHN MEDCALF, solicitor, of 9, South-place, Finsbury-pavement, E.C., has been appointed a Commissioner for Oaths. Mr. Medcalf was admitted in June, 1888.

Mr. JOHN JAMES NELSON, solicitor, of Kidsgrove, has been appointed a Commissioner for Oaths. Mr. Nelson was admitted in March, 1887.

Mr. JOHN NICHOLS, solicitor, of Bristol, has been appointed a Commissioner for Oaths. Mr. Nichols was admitted in July, 1887, after passing the Final Examination with honours.

Mr. CHARLES HERBERT NORRIS, solicitor, of Bursiem, has been appointed a Commissioner for Oaths. Mr. Norris was admitted in November, 1887.

Mr. EDWARD HODGKINSON PEACH, solicitor, of 10, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Peach was admitted in July, 1876.

Mr. DIGBY POWELL, solicitor, of Newport, Mon., has been appointed a Commissioner for Oaths. Mr. Powell was admitted in April, 1885.

Mr. WILLIAM ROBERTS, solicitor, of Hull, has been appointed a Commissioner for Oaths. Mr. Roberts was admitted in January, 1884.

Mr. EDWARD ROBINSON, solicitor, of 59, Chancery-lane, has been appointed a Commissioner for Oaths. Mr. Robinson was admitted in December, 1887.

Mr. THOMAS WALLACE ROBINSON, solicitor, of Birmingham, has been appointed a Commissioner for Oaths. Mr. Robinson was admitted in November, 1884.

Mr. GEORGE EDWARD BOULDERSON ROGERS, solicitor, of Reading, has been appointed a Commissioner for Oaths. Mr. Rogers was admitted in December, 1886.

Mr. WILLIAM ROGERS, solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Rogers was admitted in January, 1884.

Mr. ARTHUR OSMOND SCOTT, solicitor, of 32, Great George-street, Westminster, has been appointed a Commissioner for Oaths. Mr. Scott was admitted in November, 1877.

Mr. ARTHUR MEWBURN WALKER, solicitor, of 53, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Walker was admitted in November, 1884.

Mr. FRANCIS WARE, solicitor, of York, has been appointed a Commissioner for Oaths. Mr. Ware was admitted in July, 1887.

Mr. HARRY CRAWFORD WATSON, solicitor, of Barnard Castle, has been appointed a Commissioner for Oaths. Mr. Watson was admitted in September, 1887. He is clerk to the justices of Greta Bridge.

Mr. HENRY JAMES WILLIAMS, solicitor, of Whitchurch, Salop, has been appointed a Commissioner for Oaths. Mr. Williams was admitted in October, 1887.

Mr. HAROLD OXLEY CHAMBERLAIN SMITH, solicitor, of 5, Furnival's-inn, E.C., has been appointed a Commissioner for Oaths. Mr. Smith was admitted in April, 1882.

Mr. ARTHUR FREDERICK STANISTREET, solicitor, of Liverpool, has been appointed a Commissioner for Oaths. Mr. Stanistreet was admitted in December, 1887.

Mr. OLIVER JAMES STOCKTON, solicitor, of Banbury, has been appointed a Commissioner for Oaths. Mr. Stockton was admitted in August, 1887.

Mr. HERBERT EDWARD THOMAS, solicitor, of 34, Finsbury-pavement, E.C., has been appointed a Commissioner for Oaths. Mr. Thomas was admitted in July, 1887.

GENERAL.

The Lord Chancellor is stated to be so much better that he hopes to resume his duties at the House of Lords not later than Monday next.

Lord Hannen is stated to be still exceedingly weak, but his condition up to Thursday shewed some signs of improvement.

The *Madras Law Times* says that the Bertillon system of identifying "old offenders" in order that previous convictions may be correctly proved against them in the criminal courts is now being established in the Madras Presidency.

The Judicial Committee of the Privy Council resumed their sittings on the 18th inst., after the Christmas vacation. Their first list of causes consists exclusively of colonial appeals, ten in number—namely, from New South Wales five, Western Australia two, and from New Zealand, Victoria, and China and Japan one each.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Jan. 29	Mr. Leach	Mr. Bolt	Mr. Carrington
Tuesday 30	Godfrey	Farmer	Lavie
Wednesday 31	Leach	Bolt	Carrington
Thursday, Feb. 1	Godfrey	Farmer	Lavie
Friday 2	Leach	Bolt	Carrington
Saturday 3	Godfrey	Farmer	Lavie

Date.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Jan. 29	Mr. Beal	Mr. Ward	Mr. Jackson
Tuesday 30	Pugh	Pemberton	Clowes
Wednesday 31	Beal	Ward	Jackson
Thursday, Feb. 1	Pugh	Pemberton	Clowes
Friday 2	Beal	Ward	Jackson
Saturday 3	Pugh	Pemberton	Clowes

HILARY SITTINGS, 1894.

COURT OF APPEAL.

APPEAL COURT, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Mon., Feb 19 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots and new trial paper if required
Tuesday 20
Wed. .....21 — New trial paper
Thursday ...22
Friday .....23 — Bkcy apps and new trial paper
Saturday ...24...New trial paper
Monday ....26 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final apps if required
Tuesday 27
Wed. .....28 — Q B final apps
Thurs, Mar...1
Friday ..... 2 — Bkcy apps and Q B final apps
Saturday ... 3...Q B final apps
Monday .... 5 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots & new trial pa if required
Tuesday..... 6
Wednesday 7 — New trial paper
Thursday ... 8
Friday ..... 9 — Bkcy apps and new trial paper
Saturday ...10...New trial paper
Monday.....12 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday ...13
Wednesday 14 — Q B final apps
Thursday ...15
Friday .....16 — Bkcy apps and Q B final apps
Saturday ...17...Q B final apps
Monday.....19 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots & new trial pa if required
Tuesday .. .20
Wed. .....21 — New trial paper

N.B.—Admiralty Appeals (with Assessors) will be taken on days to be appointed by the court.

SPECIAL NOTICE.—In consequence of the limited state of the Chan. Appeal List the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

APPEAL COURT, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Mon., Feb 19
Tuesday.....20 — Chan final apps
Wed. .....21 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list), and Chan final apps if required
Thursday ...22
Friday 23
Saturday ...24 — Chan final apps
Monday 26
Tuesday ... 27
Wednesday 28 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thurs, Mar...1 — County Palatine apps and Chan final apps
Friday 2
Saturday ... 3
Monday .... 5 — Chan final apps
Tuesday 6
Wed. ..... 7 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday ... 8
Friday 9
Saturday ....10 — Chan final apps
Monday 12
Tuesday 13
Wed. .....14 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday ...15
Friday 16
Saturday ...17 — Chan final apps
Monday 19
Tuesday 20
Wed. .....21 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required

N.B.—Lunacy Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

SPECIAL NOTICE.—In consequence of the limited state of the Chan. Appeal List the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT, I.

MR. JUSTICE CHITTY.

Mon., Feb 19...Sitting in chambers
Tues. 20
Wed. .....21 — Non wit list
Thursday ...22
Friday .....23...Mots and non wit list
Sat.....24 — Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday.....26...Sitting in chambers
Tuesday ...27
Wednesday 28
Thurs, Mar...1 — Wit list
Friday 2
Saturday ... 3
Monday..... 5...Sitting in chambers
Tuesday 6
Wednesday 7
Thursday ... 8 — Wit list
Friday 9
Saturday ...10
Monday ....12...Sitting in chambers
Tuesday 13
Wed. .....14 — Non wit list
Thursday ...15
Friday .....16...Mots and non wit list
Saturday ...17 — Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday.....19...Sitting in chambers
Tuesday ....20...Non wit list
Wed. .....21 — Remaining mots, mots by special leave, and non wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—In the weeks when witness actions are being tried further considerations will not be taken. They will be taken on Tuesdays in the weeks when the non-witness lists are being taken.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

CHANCERY COURT, II.

MR. JUSTICE NORTH.

Mon., Feb 19...Sitting in chambers
Tuesday ...20
Wed. .....21 — General paper
Thursday ...22
Friday .....23...Mots and adj sums
Saturday ...24...Sht caus, pets, and adj sum
Monday ....26...Sitting in chambers
Tuesday.....27 — General paper
Wednesday 28
Thurs, Mar...1 — Mots for Mr Justice Chitty and gen pa
Friday ..... 2...Mots and adj sums
Saturday ... 3 — Sht caus, pets, & adj sums, including unopposed pets for Mr Justice Chitty
Monday..... 5...Sitting in chambers
Tues. ..... 6 — General paper
Wed. 7
Thurs. ..... 8 — Mots for Mr Justice Chitty and gen pa
Friday ..... 9...Mots and adj sums
Saturday ...10 — Sht caus, pets, & adj sums, including unopposed pets for Mr Justice Chitty
Monday.....12...Sitting in chambers
Tuesday ...13
Wednesday 14 — General paper
Thursday ...15
Friday .....16...Mots and adj sums
Saturday ...17...Sht caus, pets, and adj sum
Monday.....19...Sitting in chambers
Tuesday ...20...General paper
Wednesday 21...Mots and adj sums

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper.

LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Mon., Feb 19...Sitting in chambers
Tuesday ...20 — General paper
Wednesday 21
Thurs. .....22 — Mots for Kekewich, J, and gen pa
Friday .....23...Mots, adj sums, and gen pa

Saturday ...24	Sht caus, pets, adj sums, and gen pa, including unopposed pets for Rekewich, J
Monday.....26	Sitting in chambers
Tuesday ...27	General paper
Wednesday 28	
Thurs, Mar...1	
Friday 2	Mots, adj sums, and gen pa
Saturday ... 3	Sht caus, pets, adj sums, and gen pa
Monday..... 5	Sitting in chambers
Tuesday ... 6	General paper
Wed. 7	
Thursday ... 8	
Friday 9	Mots, adj sums, & gen pa
Saturday ..10	Sht caus, pets, adj sums, and gen pa
Monday.....12	Sitting in chambers
Tuesday ...13	General paper
Wed. 14	
Thursday ...15	
Friday 16	Mots, adj sums, and gen pa
Saturday ...17	Sht caus, pets, adj sums, and gen pa
Monday 19	Sitting in chambers
Tuesday ...20	General paper
Wednesday 21	Mots, adj sums, and gen pa

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

If the state of business admits, the witness list may be taken on days (of which due notice will be given) in addition to those above appointed.

CIRCUITS.

Days and places appointed for holding the Winter Assizes, 1894:—Oxford Circuit. The Lord Chief Justice of England. Mr. Justice Wright. Tuesday, January 30, at Reading; Friday, February 2, at Oxford; Tuesday, February 6, at Worcester; Monday, February 12, at Gloucester; Monday, February 19, at Monmouth; Friday, February 23, at Hereford; Tuesday, February 27, at Shrewsbury; Tuesday, March 6, at Stafford.

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1894.

(*Continued from p.* 174.)

CROWN PAPER.

For Argument.

Worcestershire, Stourbridge Blakeway v Pateshall county court deft's app
Surrey South Eastern Ry Co v Assessment Committee of Reigate Union and Overseers, &c of Betchworth Quarter Sessions special case respondents' nisi to quash.
Same Same v Same (Buckland Parish) Quarter Sessions Special case Respdts' nisi to quash
Same Same v Same (Chipstead Parish) Quarter Sessions Special case respdts' nisi to quash
Same Same v Same (Gatton Parish) Quarter Sessions Special case respdts' nisi to quash
Same Same v Same (Merstham Parish) Quarter Sessions Special case respdts' nisi to quash
Same Same v Same (Reigate—Foreign—Parish) Quarter Sessions Special case respdts' nisi to quash
London Teixeira de Mattos v Benjamin county court plts' app
Lancashire, Liverpool Robinson v Nelson & Sons county court defts' appeal
Cambridgeshire, Wisbech Green v G E Ry Co county court defts' app
Middlesex Platt v Tyler Quarter Sessions Special case applnt's nisi to quash
Same Wright v Same Quarter Sessions Special case applnt's nisi to quash
Middlesex, Bloomsbury Helby v Matthews & ors county court defts' appeal
Leominster Sale v Phillips magistrate's case
Staffordshire, Tunstall Hancock & ors v Pearson county court dft's app
Merionethshire The Queen v The County Council of Merioneth (expte Casson) Nisi for mandamus to pay amount of precept to Western Sea Fisheries District Committee
London Watson v Hindley county court pltf's app
Cornwall In re Local Government Act, 1888, and ors Question under Local Government Act, 1888
Lancashire, Manchester Marchington & Co v Millett county court plts' app
London Dodson v Williams magistrate's case
Same Leete v Towers magistrate's case
Same Same v Coles magistrate's case
Yorkshire, Bradford Speak v Taylor & ors county court pltf's app
Lincolnshire, Parts of Lindsey West v Travis magistrate's case
Middlesex, Westminster Clark v Skoien county court dft's app
Glamorganshire, Swansea Thomas v Evans county court pltf's app
Surrey, Lambeth Foster v Clements county court plt's app
Middlesex, Clerkenwell Teitz v Wiltshire and others county court plt's app
Middlesex, Shoreditch Harper v Chamberlain & Son county court plt's app
Middlesex, Marylebone Godfrey v Smith county court plt's app
Derbyshire Wilkinson v Wilkinson magistrate's case
Norfolk Francis v Smith magistrate's case
Met Pol Dist The Improved Industrial Dwellings Co v The East London Waterworks Co magistrate's case
Lancashire The United Alkali Co v Simpson magistrate's case
Merionethshire, Corwen The Native Guano Co v Roberts county court dft's app
Surrey, Southwark Royall v Stewart county court dft's app
Middlesex, Bloomsbury Clements v The London and North Western Ry Co county court plt's app
Kent, Bromley The Bromley Local Board v Squires county court plts' app
Derbyshire The Queen v Barber (expte Pollard) Nisi for quo warranto as gas inspector for Parish of Eckington
London The Queen v Smith, Esq. Met Pol Mag (expte Bartlett) nisi for mandamus to hear sums against Cooke
Met Pol Dist The Queen v Same & ors (expte Brunsden) ni i to hear complaint under sale of Bread Act
Derby Walker v Delacombe magistrate's case
Met Pol Dist Bexley Heath Ry Co v North magistrate's case
Salford Kerr v Robinson, Coryton & Co Hundred ct dfts' app
Worcestershire, Stourbridge Parrish & ors v Wordsley Brewery Co county ct dft's app
Lincolnshire Parts of Holland, Cade v Churchwardens, &c of Whaplode quarter sessions spec cas (12 & 13 Vict c 45, s 11)
Met Pol Dist Vestry, &c St Giles, Camberwell v The London Cemetery Co magistrate's case
Lancashire, Salford Garner v Eccles Provident Industrial Co-operative Soc county court plt's app
Gloucestershire, Bristol May v May county court pltff's appl
London Burrows v Smith county court deft's appl
Surrey, Southwark The Singer Manufacturing Co v L & S W Ry Co county court pltffs' appl
Durham, South Shields Runcieman & Co v Crass county court deft's appl
Berkshire, Wantage Forder v Withington county court deft's appl
Cambridgshire, Ely Baker v Willson & ors county court deft Scotting's appl

REVENUE PAPER.

For Hearing.

Causes by English Information.

Attorney-Gen v Felce & anr
Attorney-Gen v Worrall
Attorney-Gen v Llandisilio Commissioners (since dissolved) & ors
Attorney-Gen v Jacobs-Smith & ors
Attorney-Gen v Rev William Booth
Attorney-Gen v Charlotte Jane Griffith Ellis, widow, & ors

Petitions.

In re Duty on the Estate of the late Sir T. Gresham
In re Succession Duty on the Estate of R Berridge, dec

Cases Stated as to Income Tax, House, and Stamp Duties.

Grainger & Son, applts. and Gough (Surveyor of Taxes), Respdt
The Anglo-Continental (late Ollendorff's) Guano Works, Applts, and Bell (Surveyor of Taxes), Respt
Rothschild & Sons, Applts, and The Commissioners of Inland Revenue, Respts
Lord Walsingham, applt, and Styles (Surveyor of Taxes), respt
Clark (Surveyor of Taxes), applt, and Caulcutt, respt
Smith (Surveyor of Taxes), applt, and The Tonic Sol-Fa College, respts
Morant (Surveyor of Taxes), applt, and The Wheal Grenville Mining Co, respts
Lord Mostyn, applt, and London (Surveyor of Taxes), respt
Davidge, applt, and Smith (Surveyor of Taxes), respt
The Texas Land Mortgage Co, ld, Applts, and Holtham (Surveyor of Taxes), respts

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ATCHERLEY.—Jan. 23, at Pinner, the wife of Richard T. B. Atcherley, solicitor, of a daughter.
BIRD.—Jan. 23, at Maldon, Essex, the wife of Francis Bird, solicitor, of a son.
COOTE.—Jan. 18, at 84, West Cromwell-road, S.W., the wife of Charles Lewis Coote, of Lincoln's-inn, barrister-at-law, of a son.
HARDY.—Jan. 23, at Fairford, Gloucestershire, the wife of Thomas de Lisle Hardy, solicitor, of a son.

DEATHS.

RUCK.—Jan. 20, at 8, Courtfield-gardens, South Kensington, William Ruck, solicitor (1837 to 1887), and for 27 years Clerk to the Worshipful Company of Grocers, aged 79.
TREMLETT.—Jan. 22, Thomas Daniel Tremlett, of Harrow and Lincoln's-inn, barrister-at-law, formerly Fellow of King's College, Cambridge, aged 59.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. —[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CORNWALL MINES SUPPLY CO, LIMITED—Creditors are required, on or before Feb 6, to send in their names and addresses, and particulars of their debts or claims, to Frederick George Webber Reed, South terr, Camborne

UNLIMITED IN CHANCERY.

BRIGHTON AND PRESTON A B C PERMANENT BENEFIT BUILDING SOCIETY—Creditors are required, on or before Feb 19, to send their names and addresses, and particulars of their debts or claims, to Frederick George Clark, 56, Ship st, Brighton. Clark, 64, Middle st, Brighton, solor for liquidator

WEST COAST STEAMSHIP INSURANCE ASSOCIATION—Petn for winding up, presented Jan 15, directed to be heard on Wednesday, Jan 31. Crump & Son, 10, Philpot lane, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 30

London Gazette.—TUESDAY, Jan. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-GALICIAN SYNDICATE, LIMITED—By an order made by Wright, J., dated Jan 11, it was ordered that the voluntary winding up of the syndicate be continued. Beall & Co, Throgmorton House, Copthall avenue, solors for petner

EFFECTIVE PUBLISHING CO, LIMITED—Petn for winding up, presented Jan 20, directed to be heard on Jan 31. Metcalfe & Sharpe, 40, Chancery lane, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 30

JOLLY & SON, LIMITED—Creditors are required, on or before Feb 3, to send their names and addresses, and particulars of their debts or claims, to Alfred Good, 57, Moorgate st. Morten & Co, 99, Newgate st, solors for liquidator

MAGYAR GOLD MINING CO, LIMITED—Petn for winding up, presented Jan 19, directed to be heard on Jan 31. Stacpoole & Co, Pinners' Hall, Old Broad st, solors for petner Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 30

R. BOLTON & CO, LIMITED—Petn for winding up, presented Jan 16, directed to be heard on Jan 31. Firth & Co, 77, Chancery lane, agents for Rhodes & Evans, Halifax, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 30

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 12.

ILLINGSWORTH, JOHN, Liverpool, Grocer Feb 12 Illingsworth v Illingsworth, Registrar, Liverpool Quiggin, Liverpool

PATON, ROBERT, Manchester, Surgeon Feb 9 Woodhouse v Paton, Registrar, Manchester Dunderdale, Manchester

London Gazette.—TUESDAY, Jan. 16.

LEWIS, ELEANOR, Morriston, nr Swansea Feb 15 Lewis v Williams, North, J Evans, Swansea

SCHOFIELD, JAMES, Bury, Lancs, Gent Feb 16 Schofield v Schofield, Registrar, Manchester Wallis, Bury

SINCLAIR, GEORGE, Shaftesbury avenue, Dealer in Works of Art Feb 14 Allen v Sinclair and Hodgkins v Sinclair, Kekewich, J Allen & Son, Carlisle st, Soho sq

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 12.

ALDER, GEORGE WILLIAM, Wakefield, Gent Mar 3 Harrison & Co, Wakefield

BALLARD, THOMAS, Brighton, Licensed Victualler Feb 11 Goodman, Brighton

BIVAR, HENRY STUART, Paris, Major-General in Bengal Staff Corps Feb 17 J A Stirling

BOULTON, THOMAS, Sussex Gardens, Esq Feb 20 Sismey & Sismey, Serjeant's inn

BRAMWELL, RHODES, Liverpool, Gent Feb 23 Johnson, Liverpool

BURK, LETITIA, Suffolk, Widow Jan 30 Reeve & Mayhew, Lowestoft

BUTLER, HANNAH, Ryde, Widow Feb 11 Dashwood, Ryde

CLEMENTS, ELIZABETH, New Cross, Widow Feb 28 Bristow, Greenwich

COLLS, CHARLES, Maida Vale Feb 15 Gillman, Southampton st

COLQUHOUN, JAMES, Weston super Mare, Esq Feb 6 Leigh & Horley, Cardiff

CREE, JOSEPH, Mansfield, Bookkeeper Feb 28 Alcock, Mansfield

CRITCHLOW, ROBERT BATES, Southampton, Architect Feb 20 Wilson & Sons, Salisbury

EYRE, ISAAC, Sheffield, Electro Plate Manufacturer Feb 24 Bagshawe & Hall, Sheffield

FARROW, JOSEPH BELLAMY, Depden, Suffolk, Farmer Feb 7 Salmon & Sons, Bury St Edmunds

FEWSTER, ISABELLA, Monkwearmouth Shore Feb 10 William Bell & Sons, Sunderland

FOWLER, THOMAS, Southport, Tailor Feb 10 Orrell, Manchester

FRY, RACHEL, Evercreech, Somerset, Spinster March 1 Stone & Co, Bath

GOLDING, SAMUEL, Mark lane Feb 12 Griffith & Gardiner, Old Serjeants' inn

GREAVES, JAMES MATTHEW, Oxford, Farmer Feb 8 Fortescue & Sons, Banbury

GROB, CARL FURCHTEGOTT, Zurich Feb 11 Rehders & Higgs, Mincing lane

HALL, WILLIAM, Tonypandy, Glam Feb 17 Williams, Pontypridd

HODGKINSON, JOHN, Southport, Gentleman Feb 17 Thistlethwaite, Manchester

HOWE, CHARLES, Brockley, Gentleman Feb 28 Ingle & Co, Threadneedle st

HUNTLY, Marchioness of, Peterborough March 15 Bircham & Co, Parliament st

KIRKHAM, JOHN, Preston, Joiner March 1 Forshaw & Parker, Preston

LEE, HENRY, Wakefield, Worsted Spinner March 1 Mander & Co, Wakefield

LIGGINS, WILLIAM, Dudley, Wheelwright March 13 Sanders & Co, Dudley

LILLEY, ARTHUR PALMER, Temple, Barrister April 6 Ginn & Matthew, Cambridge

METHOLD, LYDIA LOUISA, Kensington, Widow Jan 31 Francis, Leytonstone rd

MILLIGAN, JOHN DUNCAN, Gt Addington, Farmer Feb 12 Hunnybun & Sons, Huntingdon

MOFFATT, ELIZABETH HESLOP, Sunderland, Widow Feb 20 Kidson & Co, Sunderland

MORRIESON, AMY CHARLOTTE, Brompton, Spinster March 9 Booty & Bayliffe, Raymond bldgs, Gray's inn

MOORE, WILLIAM, Frankby, Chester, Farmer Feb 5 Thompson & Hughes, Birkenhead

PETHERBRIDGE, WILLIAM ROBERT, Cable st, Corn Merchant Feb 28 Turner, Leadenhall st

RAVENHILL, WILLIAM, Dalston, Draper Jan 31 Gray, Kilburn

ROSS, ISABELLA, Bath, Widow March 1 Stone & Co, Bath

SILK, FANNY, Heavitree, Devon, Widow Mar 1 Buckingham & Co, Exeter

TAYLOR, JOHN, Bath, Gent Mar 1 Stone & Co, Bath

THOMAS, JOHN D, Ohio Feb 10 Mareland & Co, Leadenhall st

TURNER, SARAH ANN, St Helens, Painter Feb 14 Barrow & Cook, St Helens

WALKER, GEORGE, Eaglescliffe, Durham, Tanner Feb 17 Watson & Co, Stockton on Tees

WALTON, CHARLES, Croydon, Gent April 1 Waltons & Co, Leadenhall st

WARWICK, Earl of Feb 15 Forster & Co, Lincoln's inn fields

WHITCHURCH, THEOBALD, Brompton, Esq Feb 19 Guscotte & Co, Essex st

WIGLEY, CHARLES EDMUND, Worcester, Gent Feb 10 J S Canning & Canning, Birmingham

WOOLLASTON, JOSIAH, Birmingham, Modeller Jan 25 F H Popper & Tangye, Birmingham

YOUNG, WILLIAM, Marsham st, Westminster Feb 22 Draper, Vincent sq

London Gazette.—TUESDAY, Jan. 16

ALSTON, THOMAS, Stanstead, Farmer Feb 28 Fisher & Stead, Long Melford

AMBROSE, GEORGE, Foxearth, Essex, Gent Feb 24 Fisher & Stead, Long Melford

AYLOTT, GEORGE, Buntingford, Bootmaker Jan 22 Wortham & Dalton Nash, Royston

BIGG, SUSANNAH, Stanstead, Widow Jan 31 Fisher & Stead, Long Melford

BODEN, JOHN, Aigburth Feb 28 Thompson, Liverpool

BOOTH, JOHN, Norton Woodseats, Derby Mar 1 Stacey, Sheffield

BOTTOMLEY, SARAH ELLEN, Accrington, Spinster Feb 24 Cooper, Blackburn

BULLOCK, EMMA MARIA, Pendleton, Widow Feb 23 Bowden & Widdowson, Manchester

BURGESS, JOSEPH, Henley upon Thames, Baker Feb 15 Brain & Brain, Reading

BURROWS, MARY, Craven hill gardens, Widow Feb 22 Jull & Godfrey, Queen Anne's gate

CARR, MARY ANNE, Folkestone Feb 15 Brockman & Brockman, Folkestone

CONDER, EDWARD, Upper Thames st, Coffee Roaster Feb 6 White & De Buriatte, Holborn viaduct

CROOKE, GEORGIANA, Cheltenham, Spinster Feb 17 Ticehurst & Son, Cheltenham

DUKE, JULIA, Fernleigh Prinsted, Sussex, Widow Jan 27 R E & T B Mellersh, Godalming

FELL, THOMAS PHILLIP, Birmingham, Metal Polisher Feb 5 Robinson & Son, Birmingham

FORD, CAROLINE, Stockwell, Widow Feb 16 Woollcombe & Son, Plymouth

GABBOTT, WILLIAM, Preston, Beerseller March 1 Forshaw & Parker, Preston

GOODBURN, MARY, Salford, Spinster March 13 Bowden & Widdowson, Manchester

GOULD, THOMAS WALTON, Durham, Farmer Feb 23 Jennings, Bishop Auckland

GREENHALGH, ROBERT, Rochdale Feb 16 Culvert, Rochdale

GRIFFITH, LUCINDA DARBY, Chester sq, Widow Mar 1 Rowcliffes & Co, Bedford row

HARDING, JOHN LEWIS, Polperro, Cornwall, Esq Mar 1 Bulteel & Co, Plymouth

HEDLEY, ELIZABETH, Sussex gardens Feb 12 Stacke, Cleveland gardens

KING, RICHARD, Howsham, York, Labourer Mar 9 Estill, Malton

LAVERICK, MIRIAM, Stockton on Tees, Spinster March 1 Watson & Co, Stockton on Tees

LEWIS, JANE ANN, Seven Sisters rd Feb 12 Scadding & Bodkin, Gordon st

LYONS, MARY, Bath, Widow Feb 23 Timmins, Bath

MOSELEY, STEPHEN, Manchester, Toy Dealer March 25 Lloyd & Davies, Manchester

NOYES, CHARLOTTE ELIZABETH HERBERT, Hemel Hempstead, Spinster Feb 5 Rooper & Whately, Lincoln's inn fields

OUSELEY, REGINALD, Ealing, Major-General Feb 27 Baileys & Co, Berners st

PAINE, THOMAS, Rookery, Frensham, Surrey, Esq Feb 19 Potter & Crundwell, Farnham

POWELL, THOMAS, Allensmore, Hereford, Farmer Feb 8 Lambe & Stephens, Hereford

ROBINSON, WILLIAM, Rochdale, Farmer Feb 13 Ripley, Rochdale

SAVIDGE, MARY, Shipton under Wychwood Feb 28 Kilby & Mace, Chipping Norton

SHEPPERSON, FREDERICK, Nottingham, Gent March 3 Marriott, Nottingham

SPOONER, WILLIAM EARNSHAW, Barnsley, Yorks, Farmer March 16 Rodgers & Co, Sheffield

STANIFORTH, SARAH, Sheffield, Widow March 1 Burdekin & Co, Sheffield

STREET, GEORGE, Petersfield Feb 28 Tucker & Co, Lincoln's inn fields

SUTTON, ELIZABETH, Fulford, York, Spinster March 1 Cowling & Swift, York

VARTY, MARY, Holloway, Spinster Feb 15 Sawbridge & Son, Aldermanbury

WALTER, HENRY FRASER, Papplewick Hall, Nottingham, Esq Feb 14 Soames & Co, Lincoln's inn fields

WEAVER, HENRY EDWARD, Gloucester place March 1 Capel Slaughter, Austin Friars

WELLS, SAMUEL, Potter's Bar, Market Gardener March 12 John C Button & Co, Covent Garden

WICKHAM, FREDERICK, Melford, Grocer Feb 24 Fisher & Steed, Long Melford

WOOD, WILLIAM, Pontypool, Chemist March 16 Bythway & Son, Pontypool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 19.

RECEIVING ORDERS.

BEARDMORE, WILLIAM, Cinderford, Glos, Carpenter Gloucester Pet Jan 3 Ord Jan 15

BENNETT, GEORGE, Tutbury, Licensed Victualler Burton on Trent Pet Jan 15 Ord Jan 15

BLACKWELL, ALFRED, Eastbourne, Gardener Eastbourne Pet Jan 16 Ord Jan 16

BLADES, WILLIAM CHARLES, Crowle, Lincoln, Carriage Builder Sheffield Pet Jan 15 Ord Jan 15

BLAINE, Sir SEYMOUR I, Duke st High Court Pet Nov 14 Ord Jan 16

BOOTH, HERBERT, Southport, Corn Factor Liverpool Pet Dec 29 Ord Jan 17

BRADLEY, GEORGE HENRY, Manchester, Baker Manchester Pet Dec 12 Ord Jan 17

BREEZE, CORNELIUS, Shrewsbury, Engine Fitter Shrewsbury Pet Jan 16 Ord Jan 16

BROWN, ROBERT FREDERICK, Sheffield, Provision Merchant Sheffield Pet Dec 28 Ord Jan 15

BURGESS, ROBERT, Barrow in Furness, Grocer Ulverston Pet Jan 15 Ord Jan 15

CABLING, ROBERT, Draper Wandsworth Pet Jan 15 Ord Jan 15

CARTER, GEORGE HALLIDAY, Bradford, Farmer Bradford Pet Jan 16 Ord Jan 16

CLUTTERBUCK, FRANK SANDFORD, Birmingham Birmingham Pet Jan 16 Ord Jan 16

CODRINGTON, RICHARD PERCY JOHN, Hounslow, Captain Brentford Pet Dec 30 Ord Jan 16

COLQUHOUN, PETER, Manchester, Merchant Manchester Pet Jan 16 Ord Jan 16

COOK, ALBERT, Northampton, Farmer Northampton Pet Jan 16 Ord Jan 16

COUSINS, WILLIAM, Gloucester, Baker Gloucester Pet Jan 15 Ord Jan 15

CRITOPH, WILLIAM BARNARD, Norwich, Butcher Norwich Pet Jan 17 Ord Jan 17

CUBITT, GEORGE, Norwich, Clerk Norwich Pet Jan 17 Ord Jan 17

DE VECCHI, S E, Regent's Park High Court Pet Dec 21 Ord Jan 16

DUCKLES, JOSEPH BUTLER, Lincoln, Tailor Lincoln Pet Jan 16 Ord Jan 16

FEATHER, HEATON, Bradford, Farmer Bradford Pet Jan 16 Ord Jan 16

FISHER, WALTER, Thringstone, Licensed Victualler Burton on Trent Pet Jan 16 Ord Jan 16

GIBBINS, WILLIAM, & SON, Shoe Manufacturers Northampton Pet Jan 12 Ord Jan 12

GRIEVES, THOMAS, Blyth, Clothier Newcastle on Tyne Pet Jan 15 Ord Jan 15
HALL, HENRY, Tunstall, Crate Maker Hanley Pet Jan 16 Ord Jan 16
HARRISON, GEORGE THOMAS, Halifax, Auctioneer Halifax Pet Jan 17 Ord Jan 17
HERN, HENRY, Herne Bay, Pawnbroker Canterbury Pet Jan 15 Ord Jan 15
HEY, STEPHEN, Burnley, Fishmonger Burnley Pet Jan 15 Ord Jan 15
HOSKINS, HUBERT, Chepstow, Innkeeper Newport, Mon Pet Jan 16 Ord Jan 16
HOWARTH, ISAAC, Manchester, Butcher Manchester Pet Dec 8 Ord Jan 17
HOWE, THOMAS, Carlisle, Picture Frame Dealer Carlisle Pet Jan 12 Ord Jan 16
KIRK, WILLIAM WILKS, Westwick, Yorks, Farmer Northallerton Pet Jan 15 Ord Jan 15
JONES, WILLIAM, Llanystumdwy, Farmer Portmadoc Pet Jan 15 Ord Jan 15
MARSLAND, WILLIAM, Stockport, Dyer Stockport Pet Jan 15 Ord Jan 15
MEAD, ARTHUR EDWARD, Swansea, Glam, Grocer Swansea Pet Jan 17 Ord Jan 17
MILDENHALL, JOHN, Paignton, Boot Dealer Plymouth Pet Jan 15 Ord Jan 15
MORGAN, JOHN, Abergwynfi, Collier Cardiff Pet Jan 15 Ord Jan 15
MOSS, BENJAMIN, Clapton, Provision Dealer High Court Pet Jan 16 Ord Jan 16
NICHOLLS, RICHARD, Kingston, Builder Kingston, Surrey Pet Jan 10 Ord Jan 18
NOAKES, EBENEZER, Eastbourne, Greengrocer Eastbourne Pet Jan 16 Ord Jan 16
OLDROYD, JAMES, Wakefield, Cattle Dealer Wakefield Pet Jan 15 Ord Jan 15
ORAM, EDWIN, Bristol, Boot Manufacturer Bristol Pet Jan 10 Ord Jan 16
PALMER, GEORGE, Eastbourne, Outfitter Eastbourne Pet Jan 15 Ord Jan 15
PEPPER, TITUS, Burton on the Wolds, Farmer Leicester Pet Jan 15 Ord Jan 15
PLATT, JOHN WILLIAM THOMAS, Oldham, Roller Coverer Oldham Pet Jan 12 Ord Jan 13
PRIEST, ELIZABETH, Birmingham, Milliner Birmingham Pet Jan 16 Ord Jan 16
RANDALL, SAMUEL, Byfleet, Fruit Grower Kingston, Surrey Pet Jan 16 Ord Jan 16
RIDINGS, WILLIAM COLLINSON, Stockport, Pianoforte Seller Liverpool Pet Jan 15 Ord Jan 15
ROBINSON, HENRY, Halifax, Farmer Halifax Pet Jan 16 Ord Jan 16
ROGERS, THOMAS HENRY, Pembroke Dock, Tailor Pembroke Dock Pet Jan 16 Ord Jan 16
SAMPSON, JAMES, Old Ford, Beerhouse Keeper High Court Pet Dec 20 Ord Jan 15
SHEARING, WILLIAM A., Dalmeny rd, Bookseller High Court Pet Nov 25 Ord Jan 15
SMITH, CHARLES MARSHALL, Stockton on Tees, Law Clerk Stockton on Tees Pet Jan 13 Ord Jan 13
SMITH, GEORGE, Liverpool, Printer Liverpool Pet Dec 29 Ord Jan 15
SPELLER, CHARLES, East Finchley, Lamp Importer High Court Pet Jan 16 Ord Jan 16
STINTON, THOMAS HENRY, Croft, Yorks, Hotel Keeper Stockton on Tees Pet Jan 15 Ord Jan 16
TAVERNER, GEORGE, Lyndhurst, Builder Southampton Pet Jan 2 Ord Jan 17
TAYLOR, DAVID, Manchester, Hay Dealer Manchester Pet Jan 16 Ord Jan 16
THAKE, FREDERICK STANDLEY, 8 Woodford High Court Pet Jan 17 Ord Jan 17
THOMAS, THOMAS, Blaengarw, Bridgend, Boot Dealer Cardiff Pet Jan 16 Ord Jan 16
TROTT, SAMUEL THOMAS, Clapton, Ironmonger High Court Pet Jan 16 Ord Jan 16
TROWBRIDGE, HARRY, Shillingstone, Mason Dorchester Pet Jan 16 Ord Jan 16
VICKERS, HENRY HENDLEY, Derby, Tinplate Worker Derby Pet Jan 13 Ord Jan 15
WILLIAMSON, FREDERICK HAYWARD, Banbury Banbury Pet Jan 15 Ord Jan 15
WILLIAMS, WILLIAM JOHN, Cardiff Cardiff Pet Dec 20 Ord Jan 16

The following amended notices are substituted for those published in the London Gazette of Jan 16:—

HIGGINS, PERCIVAL, Church Hamborough, Baker Oxford Pet Jan 9 Ord Jan 9
WEAR, JAMES, Newark on Trent, Baker Nottingham Pet Jan 12 Ord Jan 12

FIRST MEETINGS.

ADAMS, JOHN, Kingston upon Hull, Hardware Dealer Jan 27 at 10.30 Off Rec, Trinity House lane, Hull
BARLOW, FRANK, Chester, Innkeeper Jan 30 at 12 Crypt chmbrs, Chester
BATTYE, KILNER, Leeds, Cloth Merchant Jan 26 at 11 Off Rec, 22, Park row, Leeds
BLAZEBY, WILLIAM, Nottingham, Boot Maker Jan 26 at 12 Off Rec, St Peter's Church walk, Nottingham
BREEZE, CORNELIUS, Shrewsbury, Engine Fitter Jan 29 at 11.30 Off Rec, Talbot chmbrs, Shrewsbury
COLLINGWOOD, HENRY WALTER OLIPHANT, Clayworth, Notts, Gent Feb 1 at 12 Off Rec, 31, Silver st, Lincoln
COLQUHOUN, PETER, Manchester, Merchant Jan 26 at 2.30 Ogden's chmbrs, Bridge st, Manchester
CRAMP, HENRY, Chingford, Butcher Jan 27 at 11.30 Off Rec, 95, Temple chmbrs, Temple avenue
DALE & WAITES, West Stanley, Durham, Drapers Jan 29 at 11 Off Rec, Pink lane, Newcastle on Tyne
DENT, WILLIAM, Stanwix, Carlisle, Builder Jan 26 at 12 12, Lonsdale st, Carlisle
DUCKLES, JOSEPH BUTLER, Lincoln, Tailor Feb 1 at 12.30 Off Rec, 31, Silver st, Lincoln
ELLIOTT, RICHARD HENRY, Torquay, Saddler Jan 26 at 11 The Castle, Exeter
FORSTER, BROS, Old Bethnal Green rd, Timber Merchants Jan 26 at 12 Bankruptcy bldgs, Carey st
GOTTLIFFE, JACOB, Leeds, Traveller Jan 29 at 11 Off Rec, 22, Park row, Leeds
GRANGER, ARTHUR, Sheffield, Paper Merchant Jan 29 at 3 Off Rec, Figtree lane, Sheffield
GREEN, WILLIAM JOHN, Newport, Grocer Jan 26 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
HARRISON, GEORGE THOMAS, Halifax, Auctioneer Jan 31 at 11.30 Off Rec, Townhall chmbrs, Halifax
HOLMES, THOMAS, Wingate, Durham, Builder Jan 26 at 3 Off Rec, 25, John st, Sunderland
HOOKEY, WILLIAM HENRY, Portsea, Confectioner Jan 30 at 3 Off Rec, Cambridge Junction, High street, Portsmouth
HOWARTH, THOMAS, Gorton, Plumber Jan 26 at 3.15 Ogden's chmbrs, Bridge st, Manchester
JONES, DAVID, Ferndale, Glam, Hosier Jan 29 at 3 Off Rec, 65, High st, Merthyr Tydfil
KNOTT, WALTER EDWARD, Marshfield, Mon, Tailor Jan 26 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
LINDFIELD, ARTHUR, Wandsworth, Builder Jan 30 at 11.30 Off Rec, 24, Railway app, London Bridge
MADDOCKS, HARRY CHAMBERS, Manchester, Potato Salesman Jan 26 at 3 Ogden's chmbrs, Bridge street, Manchester
MATHEWS, CHARLES, Northwich, Saddler Jan 30 at 12 Royal Hotel, Crewe
MOLYNEUX, NATHAN, Lancaster, Accountant Jan 29 at 2 Castle Hill house, Lancaster
MORGAN, CHRISTOPHER THOMAS, Llanwonno, Glam, Painter Jan 29 at 2 Off Rec, 65, High st, Merthyr Tydfil
MORRIS, ANGELINA, Worksop, Hotel Keeper Jan 29 at 2.30 Off Rec, Figtree lane, Sheffield
PASH, HENRY, Margate, Bootmaker Jan 27 at 11 Bankruptcy bldgs, Carey st
PEPPER, TITUS, Burton-on-the-Wolds, Farmer Jan 26 at 12.30 Off Rec, 1, Berridge st, Leicester
REECE, JOHN WOOD, Liverpool, Draper Jan 30 at 3 Off Rec, 35, Victoria st, Liverpool
ROBINSON, HENRY, Halifax, Farmer Jan 31 at 11 Off Rec, Townhall chmbrs, Halifax
ROBINS, WILLIAM, Exeter, Coal Merchant Jan 26 at 10.30 Off Rec, 13, Bedford circus, Exeter
SALMON, ROBERT CECIL, Banstead, Clerk in Holy Orders Jan 26 at 11.30 Off Rec, 24, Railway approach, London Bridge, S.E.
SANSOM, HERBERT HENRY, West Bridgford Jan 29 at 12 Off Rec, St Peter's Church walk, Nottingham
SMITH, WILLIAM FULLER MAITLAND, Llangammarch, Wells, Hotel Proprietor Jan 30 at 1.15 Lion Hotel, Builth
SPELLER, CHARLES, Clerkenwell rd, Lamp Importer Jan 26 at 2.30 Bankruptcy bldgs, Carey st
STOCK, HARRY, North Weald, Essex, Farmer Jan 26 at 12 Off Rec, 95, Temple chmbrs, Temple avenue, E C
STONE, WILLIAM, Kingston upon Hull, Tobacconist Jan 29 at 11 Off Rec, Trinity House lane, Hull
STORAR, JAMES, and ROBERT STORAR, Jarrow, Builders Jan 29 at 12 Off Rec, Pink lane, Newcastle on Tyne
VICKERS, HENRY HENDLEY, Derby, Tinplate Worker Jan 29 at 2.30 Off Rec, St. James's chmbrs, Derby
WALPOLE, GEORGE WILLIAM, Aberavon, Tailor Jan 30 at 12 Off Rec, 31, Alexandra rd, Swansea
WEAR, JAMES, Newark on Trent, Baker Jan 27 at 12 Off Rec, St. Peter's Church walk, Nottingham

The following amended notices are substituted for those published in the London Gazette of Jan 16:—

EMERSON, JOHN, Kingston upon Hull, Estate Agent Jan 24 at 11 Off Rec, Trinity House lane, Hull
FENTON, HENRY, Gilmorton, Farmer Jan 23 at 3 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

ASHWORTH, ROBERT, Manchester, Bleacher Manchester Pet Nov 28 Ord Jan 17
BENNETT, GEORGE, Tutbury, Blacksmith Burton on Trent Pet Jan 15 Ord Jan 15
CARTER, GEORGE HALLIDAY, Bradford, Farmer Bradford Pet Jan 16 Ord Jan 16
CLUTTERBUCK, FRANK SANDFORD, Birmingham, Toy Manufacturer Birmingham Pet Jan 16 Ord Jan 16
COOK, ALBERT, Northampton, Farmer Northampton Pet Jan 16 Ord Jan 16
COUSINS, WILLIAM, Gloucester, Baker Gloucester Pet Jan 15 Ord Jan 15
CRITOPH, WILLIAM BARNARD, Norwich, Butcher Norwich Pet Jan 17 Ord Jan 17
CUBITT, GEORGE, Norwich Norwich Pet Jan 17 Ord Jan 17
DENT, WILLIAM, Stanwix, Carlisle, Builder Carlisle Pet Dec 20 Ord Jan 16
DUCKLES, JOSEPH BUTLER, Lincoln, Tailor Lincoln Pet Jan 16 Ord Jan 16
FEATHER, HEATON, Bradford, Farmer Bradford Pet Jan 16 Ord Jan 16
FISHER, WALTER, Thringstone, Licensed Victualler Burton on Trent Pet Jan 16 Ord Jan 16
GIBBINS & SONS, WILLIAM, Wellingborough Northampton Pet Jan 12 Ord Jan 12
GRIEVES, THOMAS, Blyth, Clothier Newcastle on Tyne Pet Jan 15 Ord Jan 15
HALL, HENRY, Tunstall, Cratemaker Hanley Pet Jan 16 Ord Jan 16
HAY, ARTHUR, Stamford, Farmer Gt Grimsby Pet Nov 22 Ord Jan 11
HERN, HENRY, Herne Bay, Pawnbroker Canterbury Pet Jan 15 Ord Jan 15
HEY, STEPHEN, Burnley, Fishmonger Burnley Pet Jan 15 Ord Jan 15
HOSKINS, HUBERT, Chepstow, Innkeeper Newport, Mon Pet Jan 15 Ord Jan 16
JONES, EVAN, Llanfihangelarath, Butcher Carmarthen Pet Jan 13 Ord Jan 13
KIRK, WILLIAM WILKS, Westwick, Yorks, Farmer Northallerton Pet Jan 15 Ord Jan 15
LAMB, GEORGE, Kingston upon Hull, Surgeon Kingston upon Hull Pet Nov 23 Ord Jan 17
LINES, HENRY JOSEPH, Harlow, Farmer Hertford Pet Dec 19 Ord Jan 13
LUTTMAN, JOHN, Gresham bldgs High Court Pet Aug 18 Ord Jan 16
MARSHALL, EDWARD, Gray's inn rd, Licensed Victualler High Court Pet Dec 6 Ord Jan 16
MILLS, HENRY CHARLES, Cardiff Cardiff Pet Jan 4 Ord Jan 13
MORGAN, JOHN, Aberwgynfi, Collier Cardiff Pet Jan 15 Ord Jan 15
MULCOCK, WILLIAM EDWIN, Llanfodwg, Glam, Collier Cardiff Pet Jan 6 Ord Jan 6
PALMER, GEORGE, Eastbourne, Outfitter Eastbourne Pet Jan 15 Ord Jan 15
PEPPER, TITUS, Burton on the Wolds, Farmer Leicester Pet Jan 15 Ord Jan 15
RIDINGS, WILLIAM COLLINSON, Stockport, Music Seller Liverpool Pet Jan 15 Ord Jan 15
RITSON, DANIEL GATES, New Malden Kingston Pet Jan 13 Ord Jan 17
ROBINSON, HENRY, Halifax, Farmer Halifax Pet Jan 16 Ord Jan 16
SPELLER, CHARLES, East Finchley, Lamp Importer High Court Pet Jan 16 Ord Jan 16
TAYLOR, DAVID, Oldham, Straw Dealer Manchester Pet Jan 16 Ord Jan 16
THAKE, FREDERICK STANDLEY, South Woodford, General Importer High Court Pet Jan 17 Ord Jan 17
THOMAS, THOMAS, Blaengarw, Bridgend, Boot Dealer Cardiff Pet Jan 16 Ord Jan 16
TROTT, SAMUEL THOMAS, Clapton, Ironmonger High Court Pet Jan 16 Ord Jan 16
TROWBRIDGE, HARRY, Shillingstone, Mason Dorchester Pet Jan 16 Ord Jan 16
VICKERS, HENRY HENDLEY, Derby, Tin-plate Worker Derby Pet Jan 13 Ord Jan 15
WILLSON, JOHN, Coleshill, Jobmaster Birmingham Pet Dec 30 Ord Jan 17
WORTLEY, ARTHUR, sen, Great St Helen's, Commission Merchant High Court Pet Nov 29 Ord Jan 15

The following amended notices are substituted for those published in the London Gazette of the 19th Jan.:—

DEIGHTON, RICHARD THOMAS MASON, Poulton le Fylde, Commission Agent Preston Pet Jan 12 Ord Jan 12
TRAVIS, GEORGE WILLIAM, Oldham, Licensed Victualler Oldham Pet Jan 8 Ord Jan 8

London Gazette—TUESDAY, Jan. 23.

RECEIVING ORDERS.

ALLATT, ANTHONY HELM, Wednesbury, Grocer Walsall Pet Jan 17 Ord Jan 17
ANDREW, MARK, Leeds, Wheelwright Leeds Pet Jan 15 Ord Jan 15
BAYLEY, ROBERT, Balham, Ironmonger Wandsworth Pet Dec 19 Ord Jan 18
BENNETT, WILLIAM, Cradley, Worcester, Beerhouse Keeper Stourbridge Pet Jan 15 Ord Jan 15
BOGG, WILLIAM, Bessborough gdns, Tobacconist High Court Pet Jan 17 Ord Jan 17
BROOKS, LEVI, Coalville, Leicester, Music Seller Leicester Pet Jan 20 Ord Jan 20
BROOM, JOHN, Hoxton, Timber Merchant High Court Pet Jan 20 Ord Jan 20
CORCORAN, CORNELIUS, Birkdale, Lancs, Builder Liverpool Pet Jan 4 Ord Jan 19
CRESTMAN, ISABELLA GERTRUDE FRANCIS, Hampstead rd, Cabinet Maker High Court Pet Jan 20 Ord Jan 20
CROMACK & BATHURST, Hemel Hempstead, Oilmen St Albans Pet Jan 18 Ord Jan 18
DAVIES, WILLIAM ARTHUR, Nantsaradig, Carmarthen, Grocer Carmarthen Pet Jan 19 Ord Jan 19
DOBELL, GEORGE THOMAS, Hanley, Innkeeper Hanley Pet Jan 20 Ord Jan 20
EDWARDS, HARRIETT, Dovercourt, Butcher Colchester Pet Jan 6 Ord Jan 20
ETHERIDGE, L., Rochester-row, Builder High Court Pet Dec 22 Ord Jan 19
EVANS, JOHN, Bangor, Slate Loader Bangor Pet Jan 19 Ord Jan 19
EWING, JOHN, Great Poringland, Bricklayer Norwich Pet Jan 20 Ord Jan 20
FAWCETT, FREDERICK, Ripon, Auctioneer Northallerton Pet Jan 17 Ord Jan 17
GIDDINGS, EDWARD HENRY, Newport, I.W., Tobacconist Ryde Pet Jan 18 Ord Jan 18
GREAVES, THOMAS, Morley, Yorks, Woollen Manufacturer Dewsbury Pet Jan 15 Ord Jan 15
GREEN, GEORGE, Panton st, Bootmaker High Court Pet Jan 6 Ord Jan 19
HARTLEY, JAMES, Great Harwood, Iron Founder Blackburn Pet Jan 20 Ord Jan 20
HILL, JAMES, Nottingham, Framesmith Nottingham Pet Jan 20 Ord Jan 20
HUDDLESTON, ROBERT HENRY, New Shildon, Durham, Joiner Durham Pet Jan 18 Ord Jan 18
JACKSON, E A, Honerton High Court Pet Jan 4 Ord Jan 19
JEFFRIES, JOSEPH, Leicester, Coal Merchant Leicester Pet Jan 20 Ord Jan 20
JOHNSON, ISAAC, Bow High Court Pet Jan 10 Ord Jan 17
LAWN, JOHN WILLIAM, Lowestoft, Smack Master Great Yarmouth Pet Jan 19 Ord Jan 19
LIVETT, RICHARD, Balham, Builder Wandsworth Pet Jan 18 Ord Jan 18
LUCAS, HUBERT EVELYN BERNARD, Vauxhall Bridge rd High Court Pet Dec 15 Ord Jan 20
LYDGATE, ROBERT, Hastings, Schoolmaster Hastings Pet 17 Ord Jan 17
MAPLESTON, THOMAS N, Lawrence lane, Merchant High Court Pet Dec 7 Ord Jan 17
MARKS, JOSEPH ARTHUR, Cardiff, Baker Cardiff Pet Jan 19 Ord Jan 19
MARLOW, WILLIAM, Nottingham, China Dealer Nottingham Pet Jan 20 Ord Jan 20
METCALFE, WILLIAM, Russell grdns High Court Pet Sept 20 Ord Dec 6
MILLER, JAMES GORDON, Little Thurlow, Captain Militia Cambridge Pet Nov 23 Ord Jan 20
MORRISON, ROBERT ROBINSON, Great Smeaton, Farmer Northallerton Pet Jan 18 Ord Jan 18

OAKES, ELIZABETH, Leicester, House Furnisher Leicester Pet Jan 19 Ord Jan 19
PALMER, CHARLES MOORE, Leytonstone High Court Pet Jan 17 Ord Jan 17
PITTMAN, THOMAS, Covent Garden Market, Salesman High Court Pet Nov 23 Ord Jan 17
PRESTON, DAWSON, Bromley-by-Bow, Grocer High Court Pet Jan 11 Ord Jan 17
ROGERSON, SOPHIA, Regent's Park, Widow Hastings Pet Jan 8 Ord Jan 19
ROGERS, GEORGE, Boscombe, Builder Poole Pet Jan 20 Ord Jan 20
SANDERS, LEWIS, Exeter, Painter Exeter Pet Jan 17 Ord Jan 17
SATTERTHWAITE & Co, Austinfriars, Stock Brokers High Court Pet Jan 20 Ord Jan 20
SCOTT, CHARLES TURNER, Norwich, Upholsterer Norwich Pet Jan 18 Ord Jan 18
SIBLEY, JOHN DANIEL, Feckingham, Worcester, Clerk Birmingham Pet Jan 18 Ord Jan 18
SMITH and EVANS, Harrow rd, Grocers High Court Pet Jan 18 Ord Jan 18
SMITH, BENJAMIN THOMAS, Leonard Stanley, Cooper Gloucester Pet Jan 19 Ord Jan 19
SNOOKS, JAMES, West Kensington, Builder High Court Pet Jan 6 Ord Jan 18
STACEY, JAMES, Bristol, Cycle Agent Bristol Pet Jan 18 Ord Jan 18
ST JOHN, ALFRED, Freshwater, I W, Builder Ryde Pet Jan 15 Ord Jan 15
STONEY, EDWIN CLAUDE, Bridlington, Organist Scarborough Pet Jan 20 Ord Jan 20
STORR, JOHN JAMES, Barton on Humber, Tailor Gt Grimsby Pet Jan 19 Ord Jan 19
STROUD, JOHN THOMAS, Grimsby, Fisherman Gt Grimsby Pet Jan 16 Ord Jan 17
TAYLOR, ROBERT, Rochdale, Confectioner Rochdale Pet Jan 18 Ord Jan 18
WAGSTAFF, WILLIAM, Heaton Norris, Lancs Stockport Pet Jan 19 Ord Jan 19
WARD, ABRAHAM, Horham, Suffolk, Farmer Ipswich Pet Jan 16 Ord Jan 16
WELLS, ISAAC ASKEW, Liscard, Traveller Birkenhead Pet Jan 20 Ord Jan 20
WILSON, FREDERICK GEORGE, Bury, Cabinet Maker Bolton Pet Jan 18 Ord Jan 18
WORSELDINE, HENRY, Gt Winchester st, Merchant High Court Pet Dec 20 Ord Jan 18
WREN, AUGUSTUS BURNEY, Bury, Veterinary Surgeon Bolton Pet Jan 19 Ord Jan 19

The following amended notice is substituted for that published in the London Gazette of Nov 24:—

WOLSTENHOLME, PETER, Longton, Grocer Longton Pet Nov 8 Ord Nov 21

ORDER RESCINDING RECEIVING ORDER.

BURROWS, GEORGE VERNON, Hotel Victoria, Northumberland avenue, Captain High Court Rec Ord Nov 28 Resc Jan 18

FIRST MEETINGS.

ALLEN, HARRY, Harrow on the Hill, Horse Dealer Jan 30 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
ANDREW, MARK, Kirkstall, Wheelwright Jan 31 at 11 Off Rec, 22, Park row, Leeds
BAILEY & HODGSON, Darlington, General Drapers Feb 2 at 11 North Eastern Hotel, Darlington
BALLARD, SIDNEY, Godalming, Draper Jan 31 at 12 11 Room, Guildhall Tavern, 31 & 33, Gresham st
BARLER, ARTHUR GEORGE Stoke Newington, Builder Feb 1 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
BEARDMORE, WILLIAM, Cinderford, Glos, Carpenter Jan 30 at 3 Off Rec, 15, King st, Gloucester
BEER, CHARLES FREDERICK, Swansea, Fruiterer Jan 31 at 12 Off Rec, 31, Alexandra rd, Swansea
BENNETT, GEORGE, Tutbury, Blacksmith Feb 1 at 3.30 Midland Hotel, Station st, Burton on Trent
BOWLER, HENRY, Reading, Cartage Contractor Jan 31 at 12 Queen's Hotel, Reading
BOWNESS, WILLIAM DAWSON, Tottenham, Upholsterer Feb 1 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
BROWN, WALTER JAMES, Worcs, Photographer Feb 1 at 10.30 Off Rec, 45, Copenhagen st, Worcester
BURNS, JOHN BURNS, Thrapston, Ironfounder Jan 30 at 2.30 County Court bldgs, Northampton
BUXTON, EDWARD, Spring gardens, Clerk Jan 30 at 2.30 Bankruptcy bldgs, Carey st
CARTER, GEORGE HALLIDAY, Bradford, Farmer Jan 31 at 12 Off Rec, 31, Manor row, Bradford
CHAPMAN, JOHN, Cardiff, General Engineer Feb 1 at 11.30 Off Rec, 29, Queen st, Cardiff
CONLON, PATRICK, Darlington, Matdresser Jan 31 at 3 Off Rec, 8, Albert rd, Middlesborough
COUSINS, WILLIAM, Gloucester, Baker Jan 30 at 4 Off Rec, 15, King st, Gloucester
DAY, CHARLES, Paddock Wood, Kent, Grocer Jan 30 at 12.30 24, Railway approach, London Bridge
DEL RIEGO, MIGUEL, Remenham, Berks, Hotel Keeper Jan 31 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
DOCKER, THOMAS, Birmingham, Boot Maker Feb 2 at 11 23, Colmore row, Birmingham
FEATHER, HEATON, Bradford, Farmer Jan 31 at 11 Off Rec, 31, Manor row, Bradford
FISHER, WALTER, Thringstone, Licensed Victualler Feb 1 at 3 Midland Hotel, Station st, Burton on Trent
GODFREY, WILLIAM, Liverpool, Team Owner Jan 31 at 3 Off Rec, 35, Victoria st, Liverpool
GREAVES, THOMAS, Morley, Woollen Manufacturer Jan 30 at 3 Off Rec, Bank chmbrs, Batley
HEER, HENRY, Herne Bay, Pawnbroker Feb 16 at 9 Off Rec, 73, Castle st, Canterbury
HILL, JOHN, Scarborough, Labourer Jan 31 at 3 Off Rec, 74, Newborough st, Scarborough
HOWE, THOMAS, Carlisle, Picture Frame Dealer Jan 31 at 12 12, Lonsdale st, Carlisle
KIDGER, EDWARD, Beeston, Farmer Jan 31 at 12 Off Rec, St Peter's Church walk, Nottingham
KIMBERLEY, JOSEPH, Smethwick, Boot Dealer Feb 14 at 2 County Court, West Bromwich
KIRK, WILLIAM WILKS, Westwick, Yorks, Farmer Feb 1 at 12.15 Black Bull Inn, Ripon
LAMB, GEORGE, Kingston upon Hull, Surgeon Jan 31 at 11 Off Rec, Trinity house lane, Hull
LEE, ALFRED, Kempsey, Worcs, Boot Maker Jan 31 at 10.30 Off Rec, 45, Copenhagen st, Worcester
LUCAS, WILLIAM MINNITT, Cardiff, Architect Jan 31 at 11 Off Rec, 29, Queen st, Cardiff
MAPLESTON, THOMAS N, Stoke Newington, Merchant Jan 31 at 2.30 Bankruptcy bldgs, Carey st
MARES, FRED, Dowlais, Glam Jan 31 at 12 Off Rec, 65, High st, Merthyr Tydfil
METCALFE, WILLIAM, Russell gardens Jan 30 at 2.30 Bankruptcy bldgs, Carey st
MILDENHALL, JOHN, Paignton, Boot Dealer Jan 30 at 11 10, Athenæum ter, Plymouth
MILLS, HENRY CHARLES, Cardiff Feb 5 at 11.30 Off Rec, 29, Queen st, Cardiff
MORGAN, JOHN, Abergwynfi, Collier Feb 1 at 3 Off Rec, 29, Queen st, Cardiff
MOSS, BENJAMIN, Clapton, Provision Dealer Jan 30 at 11 Bankruptcy bldgs, Carey st
MOULD, JOHN HENRY, Smethwick, Farmer Feb 14 at 2 County Court, West Bromwich
OLDROYD, JAMES, Wakefield, Cattle Dealer Jan 30 at 11 Off Rec, Bond terrace, Wakefield
PALMER, CHARLES MOORE, Leytonstone, of no occupation Jan 30 at 12 Bankruptcy bldgs, Carey st
PITTMAN, THOMAS, Covent Garden Market, Salesman Feb 1 at 12 Bankruptcy bldgs Carey st
PLATT, JOHN WILLIAM THOMAS, Oldham, Roller Coverer Jan 31 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
POPE, ROBERT, Chard, Builder Jan 31 at 11 Off Rec, 5b, Hammet st, Taunton
PRESTON, DAWSON, Bromley by Bow, Grocer Feb 1 at 11 Bankruptcy bldgs, Carey st
SANDERS, LEWIS, Exeter, Printer Feb 1 at 10 Off Rec, 13, Bedford circus, Exeter
SOUTHERD, HENRY, Tamworth, Sanitary Pipe Manufacturer Feb 1 at 11 23, Colmore row, Birmingham
STEVENS, CATHERINE MARIA, Bournemouth, Milliner Jan 30 at 1.30 Off Rec, Salisbury
STOKES, EDWARD, Sidcup, Stable Keeper Jan 31 at 11.30 24, Railway approach, London Bridge
TAVERNER, GEORGE, Lyndhurst, Builder Feb 5 at 3 Off Rec, 4, East st, Southampton
THAKE, FREDERICK STANDLEY, South Woodford Jan 31 at 12 Bankruptcy bldgs, Carey st
THOMAS, DAVID, Tonyrefail, Glam, Tailor Jan 30 at 12 Off Rec, 65, High st, Merthyr Tydfil
TRAVIS, GEORGE WILLIAM, Oldham, Licensed Victualler Feb 1 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
UNDERHILL, EDWIN, Birmingham, Grocer Jan 31 at 11 23, Colmore row, Birmingham
WILSON, FREDERICK GEORGE, Bury, Cabinet Maker Jan 31 at 10.30 16, Wood st, Bolton
WINDUST, CHARLES ASHBY, Gt Tower st, Builder Jan 31 at 2.30 Bankruptcy bldgs, Carey st
WREN, AUGUSTUS BURNEY, Bury, Veterinary Surgeon Jan 31 at 3 16, Wood st, Bolton

ADJUDICATIONS.

ALLATT, ANTHONY HELM, Wednesbury, Grocer Walsall Pet Jan 17 Ord Jan 17
ANDREW, MARK, Leeds, Wheelwright Leeds Pet Jan 15 Ord Jan 15
ANDREWS & RUDGE, Hereford, Builders Hereford Pet Jan 4 Ord Jan 20
BATTYE, KILNER, Leeds, Cloth Merchant Leeds Pet Jan 17 Ord Jan 17
BEARDMORE, WILLIAM, Cinderford, Carpenter Gloucester Pet Jan 3 Ord Jan 19
BENNETT, WILLIAM, Cradley, Worcs, Beerhouse Keeper Stourbridge Pet Jan 15 Ord Jan 15
BLACKWELL, ALFRED, Eastbourne, Gardener Eastbourne Pet Jan 16 Ord Jan 19
BIGG, SAMUEL MORLEY OCTAVIUS, Bristol, Fruiterer Brist on Pet Jan 2 Ord Jan 19
BOND, JOSEPH RODENHURST, Crewkerne, Builder Yeovil Pet Dec 22 Ord Jan 18
BRADLEY, GEORGE HENRY, Manchester, Baker Manchester Pet Dec 12 Ord Jan 18
BROOKS, LEVI, Colville, Music Seller Leicester Pet Jan 19 Ord Jan 20
BUTTERFIELD, EDWARD, Long Lane, Warehouseman High Court Pet Nov 25 Ord Jan 19
COLQUHOUN, PETER, Manchester, Merchant Manchester Pet Jan 16 Ord Jan 18
DAVIES, WILLIAM ARTHUR, Nantcaredig, Carm, Grocer Carmarthen Pet Jan 19 Ord Jan 18
DAY, CHARLES, Paddock Wood, Kent, Grocer Tunbridge Wells Pet Jan 10 Ord Jan 18
DOBELL, GEORGE THOMAS, Hanley, Innkeeper Hanley Pet Jan 20 Ord Jan 20
EVANS, JOHN, Bangor, Slate Loader Bangor Pet Jan 19 Ord Jan 19
EWING, JOHN, Great Poringland, Bricklayer Norwich Pet Jan 20 Ord Jan 20
FAWCETT, FREDERICK, Ripon, Auctioneer Northallerton Pet Jan 17 Ord Jan 17
FORSTER, WILLIAM GEORGE, and JOHN HENRY FORSTER, Old Bethnal Green rd, Timber Merchants High Court Pet Dec 21 Ord Jan 19
GIDDINGS, EDWARD HENRY, Newport, I W, Tobacconist Ryde Pet Jan 18 Ord Jan 18
HARPER, M, Bow, Licensed Victualler High Court Pet Dec 13 Ord Jan 19
HARTLEY, JAMES, Great Harwood, Iron Founder Blackburn Pet Jan 19 Ord Jan 20
HILL, JAMES, Nottingham, Framesmith Nottingham Pet Jan 20 Ord Jan 20
HOWARTH, ISAAC, Manchester, Butcher Manchester Pet Dec 8 Ord Jan 19
HOWE, THOMAS, Carlisle, Picture Frame Dealer Carlisle Pet Jan 11 Ord Jan 18
HUDDLESTON, ROBERT HENRY, New Shildon, Joiner Durham Pet Jan 18 Ord Jan 18
JEFFRIES, JOSEPH, Leicester, Coal Merchant Leicester Pet Jan 20 Ord Jan 20
LAWN, JOHN WILLIAM, Lowestoft, Smackowner Great Yarmouth Pet Jan 19 Ord Jan 19
LIVETT, RICHARD, Balham, Builder Wandsworth Pet Jan 18 Ord Jan 18
MARGERESON, THOMAS, Brampton, Quarry Owner Chesterfield Pet Nov 21 Ord Jan 18
MARLOW, WILLIAM, Nottingham, China Dealer Nottingham Pet Jan 20 Ord Jan 20
MAYNARD, JOSEPH EDWARD, Bristol, Ironmonger Bristol Pet Dec 28 Ord Jan 19
MIDDLETON, WILLIAM NOEL, Fulham High Court Pet Oct 11 Ord Jan 19
MILLS & TROW, Birmingham, Silversmiths Birmingham Pet Jan 12 Ord Jan 17
MORRISON, ROBERT ROBINSON, Gt Smeaton, Farmer Northallerton Pet Jan 17 Ord Jan 18
MOSS, BENJAMIN, Clapton, Provision Dealer High Court Pet Jan 16 Ord Jan 18
NOAKES, EBENEZER, Eastbourne, Greengrocer Eastbourne Pet Jan 16 Ord Jan 18
OAKES, ELIZABETH, Leicester, House Furnisher Leicester Pet Jan 19 Ord Jan 19
OLIVE, JOHN, Summerseat, Lancs, Wagon Builder Bolton Pet Dec 11 Ord Jan 20
PALMER, CHARLES MOORE, Leytonstone High Court Pet Jan 17 Ord Jan 17
PAYNE, EDWARD ROWLAND, Cardiff, Solicitor Cardiff Pet Nov 18 Ord Jan 16
PRIEST, ELIZABETH, Birmingham, Milliner Birmingham Pet Jan 16 Ord Jan 19
PURVIS, ARTHUR D M, Datchet High Court Pet Oct 5 Ord Jan 17
RANDALL, SAMUEL, Byfleet, Fruit Grower Kingston, Surrey Pet Jan 16 Ord Jan 20
RIGBY, WILLIAM, St James's End, Northants Northampton Pet Nov 30 Ord Jan 16
ROBINSON, GEORGE, Todmorden Burnley Pet Dec 21 Ord Jan 18
SAMPSON, THOMAS, Old Ford, Beerhouse Keeper High Court Pet Dec 20 Ord Jan 19
SANDERS, LEWIS, Exeter, Painter Exeter Pet Jan 17 Ord Jan 17
SCOTT, CHARLES TURNER, Norwich, Upholsterer Norwich Pet Jan 18 Ord Jan 18
SHORT, EDWIN, Romsey, Ironmonger Southampton Pet Dec 29 Ord Jan 19
SIBLEY, JOHN DANIEL, Feckingham, Clerk Birmingham Pet Jan 18 Ord Jan 18
SMITH, BENJAMIN THOMAS, Leonard Stanley, Cooper Gloucester Pet Jan 19 Ord Jan 19
ST JOHN, ALFRED, Freshwater, I W, Builder Ryde Pet Jan 15 Ord Jan 15
STOKES, EDWARD, Sidcup, Livery Stable Keeper Croydon Pet Jan 18 Ord Jan 18
STONEY, EDWIN CLAUDE, Bridlington, Organist Scarborough Pet Jan 19 Ord Jan 20
STORR, JOHN JAMES, Barton on Humber, Tailor Great Grimsby Pet Jan 19 Ord Jan 19
STRONG, W F High Court Pet Nov 30 Ord Jan 18
STROUD, JOHN THOMAS, Great Grimsby, Fisherman Great Grimsby Pet Jan 16 Ord Jan 17
TABOR, ALFRED, Harewood sq, Corn Merchant High Court Pet Dec 9 Ord Jan 17
TAVERNER, GEORGE, Lyndhurst, Builder Southampton Pet Jan 2 Ord Jan 19
TUDGE, HENRY, Killamarsh, Builder Chesterfield Pet Oct 28 Ord Jan 18
VOKE, FRANCES, Preston, Sussex, Farm Keeper Brighton Pet Jan 10 Ord Jan 17
WARD, ABRAHAM, Horham, Suffolk, Farmer Ipswich Pet Jan 16 Ord Jan 16
WILLSHER, ROBERT, St Leonards on Sea, Farmer Hastings Pet Jan 13 Ord Jan 18
WILSON, FREDERICK GEORGE, Bury, Cabinet Maker Bolton Pet Jan 18 Ord Jan 18
WREN, AUGUSTUS BURNEY, Bury, Veterinary Surgeon Bolton Pet Jan 19 Ord Jan 20

SALES OF ENSUING WEEK.

Jan. 31.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, Jan. 20, p. 4).
Jan. 31.—Messrs. RUSHWORTH & STEVENS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Ground Rents (see advertisement, this week, p. 4).
Jan. 31.—Messrs. WHITE, BERRY, & TAYLOR, at the Mart, E.C., at 2 o'clock, Improved Ground Rents, &c. (see advertisement, Jan. 20, p. 4).
Feb. 1.—Messrs. E. MARVIN & SONS, at Yelf's Hotel, Ryde, Isle of Wight, Ryde Gas Light Co. Shares (see advertisement, this week, p. 4).
Feb. 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Reversions, Life Policy, and Shares (see advertisement, this week, p. 4).

EDE AND SON,
ROBE MAKERS.
BY SPECIAL APPOINTMENT
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.
ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.
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